

# Bailiff Services Agreement

between

**TRANSPORT FOR LONDON**

as TfL

and

**EQUITA LIMITED**

as the Service Provider

***Congestion Charging  
Transport for London  
4<sup>th</sup> Floor  
197 Blackfriars Road  
Southwark  
London  
SE1 8NJ***

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## CONTENTS

1.	Interpretation .....	1
2.	Commencement and Duration .....	3
3.	Provision of the Services .....	4
4.	Performance Management .....	5
5.	Testing.....	5
6.	Achievement of Milestones .....	6
7.	Personnel and Training.....	6
8.	Service Provider Personnel – Information.....	8
9.	No Changes During a Relevant Period .....	9
10.	Service Provider Personnel – Obligations on Commencement, Expiry and Termination .....	10
11.	Indemnities relating to Employees .....	11
12.	Assistance with Employment Claims .....	12
13.	Pensions.....	12
14.	London Living Wage.....	12
15.	Revenue Collection and Payment.....	13
16.	TfL’s Obligations.....	14
17.	Warranties .....	14
18.	Contract Management .....	15
19.	Sub-Contractors .....	15
20.	Records, Audit and Inspection .....	16
21.	Security Policy .....	17
22.	Intellectual Property .....	18
23.	Liability and Indemnity .....	18
24.	Change Control Request Procedure .....	19
25.	Insurance.....	19
26.	Compliance with Law and Policies.....	20
27.	Conflict of Interest.....	21
28.	Corrupt Gifts or Payment and Fraud .....	22

29. Health and Safety ..... 23

30. Information Compliance ..... 24

31. Termination ..... 25

32. Consequences of Termination ..... 26

33. Confidentiality ..... 27

34. Publicity ..... 29

35. Force Majeure ..... 29

36. Dispute Resolution Procedure ..... 30

37. Assignment..... 32

38. Entire agreement ..... 32

39. Rights etc cumulative and other matters ..... 32

40. Further assurance ..... 32

41. Invalidity ..... 33

42. Counterparts..... 33

43. Notices ..... 33

44. Relationship of the parties ..... 35

45. Third Party Rights ..... 35

46. Law and Jurisdiction ..... 35

## **SCHEDULES**

Schedule 1	Definitions
Schedule 2	Statement of Requirements
Schedule 3	Milestones and Deliverables
Schedule 4	Testing Regime
Schedule 5	Service Level Agreement
Schedule 6	Security Policy
Schedule 7	Information Compliance
Schedule 8	Equality and Diversity
Schedule 9	Change Control Request Procedure and Changes
Schedule 10	Contract Management and Reporting Procedure
Schedule 11	Revenue Collection and Payment
Schedule 12	Nominated Representatives
Schedule 13	TfL Bailiff Policy
Schedule 14	TfL Policies

**THIS AGREEMENT** is dated the            day of April 2009 and made

**BETWEEN:**

- (1) **TRANSPORT FOR LONDON**, ("**TfL**") (which expression shall include any firm, corporation or other contracting authority succeeding to the functions of TfL in relation to the Services to be provided under this Agreement), of Palestra, 197 Blackfriars Road, London SE1 8NJ; and
- (2) **EQUITA LIMITED**, (the "**the Service Provider**"), registered in England and Wales as company number 3168371 and having its registered office at 42/44 Henry Street, Northampton, NN1 4BZ.

**WHEREAS:**

- (A) TfL has implemented a fully functioning Congestion Charging Scheme within a prescribed area within London pursuant to the Congestion Charging Scheme Order.
- (B) TfL has implemented a Low Emissions Zone in the Greater London area pursuant to the LEZ Scheme Order.
- (C) TfL administers various Traffic Enforcement Schemes in the Greater London Area.
- (D) TfL has selected the Service Provider and other service providers to recover debts due to TfL from time to time resulting from non-compliance with the Congestion Charging Scheme, LEZ Scheme and Traffic Enforcement Schemes in England, Wales and, if requested by TfL, Scotland.
- (E) The Service Provider has agreed to perform the Services when required by TfL and in accordance with the provisions of this Agreement and Debt Recovery Law.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **Interpretation**

1.1 **Definitions**

In this Agreement where the context admits the definitions set out in schedule 1 (Definitions) will apply.

1.2 **Construction of Certain References**

In this Agreement where the context admits:

- (A) words and phrases the definitions of which are contained or referred to in Part XXVI Companies Act 1985 or in Part 38 of the Companies Act 2006 and which are in force at the date of this Agreement shall be construed as having the meanings so attributed to them;

- (B) any reference to a “**person**” includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others;
- (C) references to any enactment, order, regulation, or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated, re-enacted or as their application is modified by other provisions from time to time and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (D) references to “**this Agreement**” or to any other agreement or document referred to in this Agreement mean this agreement or such other agreement or document as amended, varied, supplemented, modified or novated from time to time, and include the schedules;
- (E) reference to clause(s) and schedule(s) are references to clause(s) and schedule(s) of and to this Agreement, references to paragraphs are, unless otherwise stated, references to paragraphs of the schedule in which the reference appears;
- (F) references to TfL include its successors and permitted assigns which will include any person who at any time is entitled, by assignment, novation, merger, division, reconstruction, reorganisation or otherwise, to TfL’s rights under this Agreement or any interest in those rights, or who, as an insolvency practitioner or otherwise, is entitled to exercise those rights (and, in the case of a novation or similar event, references in this Agreement to TfL’s rights shall include the novated rights to which another person is entitled as a result of that event);
- (G) any reference to “**writing**” shall include typewriting, printing, lithography, photography, telex, facsimile and the printed out version of a communication by electronic mail and other modes of representing or reproducing words in a legible form;
- (H) where a general obligation in this Agreement is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed; and
- (I) reference to the singular includes the plural and vice versa.

### 1.3 **Headings**

The headings and sub headings are inserted for convenience only and shall not affect the construction of this Agreement.

#### 1.4 Schedules

Each of the schedules shall have effect as if set out in this Agreement.

#### 1.5 Precedence

In the event of any conflict or inconsistency between any provision contained in this Agreement and any of the schedules, the following order of precedence shall apply, but only in so far as is necessary to resolve that conflict or inconsistency:

- (A) the clauses;
- (B) the schedules to this Agreement;
- (C) any annex or appendix to a schedule; and
- (D) any other documents incorporated into this Agreement by reference.

#### 1.6 Conflict

In the event of any conflict or inconsistency between any provision of this Agreement (including the schedules) and any provision of Debt Recovery Law, then the relevant provision of Debt Recovery Law shall prevail but only where such conflict or inconsistency would in TfL's reasonable opinion require the Service Provider to breach Debt Recovery Law and only in so far as is necessary to resolve that conflict or inconsistency.

#### 1.7 Obligation on TfL to act reasonably

Any reference to TfL being required to act reasonably or to exercise its discretion acting reasonably shall be construed as if the terms "reasonably" and "reasonable" were an objective test of the reasonableness of TfL, but subject always to the following exception, namely that TfL shall be entitled to take into account, and to give such weight as it shall in good faith consider proper as to the requirement (which shall be regarded as paramount) to discharge its statutory functions and deliver safe, integrated, reliable, efficient and economic transport facilities and service to, from and within Greater London, provided that such exception shall not be used by TfL to unreasonably impose on the Service Provider any additional obligations which are not set out in this Agreement.

### 2. Commencement and Duration

2.1 This Agreement shall come into force on the Effective Date and shall, subject to extension in accordance with clause 2.2 or earlier termination in accordance with clause 31 (Termination) below, continue in force until midnight on the date five (5) years following the Operational Commencement Date (the "**Initial Term**").

2.2 TfL shall be entitled, at its option, by giving notice to the Service Provider of at least twelve (12) Months prior to the expiry of the Initial Term, to extend this

Agreement, for such period, of up to five (5) years following the date of expiry of the Initial Term, as TfL may specify in such notice and thereafter, on one or more occasions, to further extend the term of this Agreement by giving further notice of at least twelve (12) Months prior to expiry, provided that the total period of extension shall not exceed five (5) years from the date of expiry of the Initial Term.

### 3. **Provision of the Services**

- 3.1 In consideration of being appointed by TfL to provide the Services as required by TfL, and recognising that Debt Recovery Law permits the Service Provider to obtain Enforcement Fees, the Service Provider shall for the duration of this Agreement provide the Services in accordance with Debt Recovery Law and the provisions of this Agreement.
- 3.2 From the Operational Commencement Date, the Service Provider shall carry out Enforcement Action in respect of Warrants issued to it by TfL in accordance with the provisions of this Agreement.
- 3.3 TfL may, pursuant to the Change Control Request Procedure, require the Service Provider from time to time to provide additional services which are the same as or substantially similar to the Services provided by the Service Provider under this Agreement in order to support traffic and vehicle parking enforcement and further road user charging and/or infrastructure charging schemes (“**Additional Services**”). Any Additional Services shall be provided on and subject to the terms and conditions of this Agreement.
- 3.4 In providing the Services, the Service Provider shall, and where appropriate shall ensure that its Personnel shall:
- (A) comply with the provisions of this Agreement;
  - (B) perform the Services in accordance with the Acceptable Service Levels;
  - (C) perform the Services in accordance with the time periods set out in the Statement of Requirements or, where no period is specified, within a reasonable time;
  - (D) use the best care, skill and diligence required in accordance with the best practice in the enforcement industry and in accordance with clause 26 (Compliance with Law and Policies);
  - (E) ensure that the manner in which it performs or provides the Services does not cause TfL or any of its officers, employees, agents and contractors to breach any Laws;
  - (F) use all reasonable endeavours to verify the accuracy and currency of information to be used in the performance of the Services; and



- (G) ensure that the manner in which it performs or provides the Services does not adversely affect (in TfL's sole discretion) the name, image, reputation or business of TfL.

3.5 The Service Provider shall at all time comply with the rules of the Schemes.

#### 4. **Performance Management**

4.1 The Service Provider shall perform the Services in accordance with the Acceptable Service Levels set out in schedule 5 (Service Level Agreement).

4.2 The parties agree the purpose of the Service Failure Points is to give the Service Provider an incentive to perform and that the operation of the Performance Management Regime is without prejudice to TfL's right at any time and without reference to the Performance Management Regime not to allocate any Warrants to the Service Provider.

4.3 In the event that the Service Provider fails to achieve the Acceptable Service Levels, the following provisions shall apply:

- (A) the Service Provider shall, subject to the terms of this Agreement, promptly undertake all necessary actions in order to rectify the failure and achieve the Acceptable Service Levels;
- (B) if the failure to achieve the Acceptable Service Levels results in the Service Provider accumulating more than 25 Service Failure Points in a month, TfL may take the action described in Table 2 of schedule 5 (Service Level Agreement); and
- (C) in the event of a Material Service Level Failure, TfL shall be entitled to terminate this Agreement in accordance with clause 31.1(F) (Termination).

4.4 TfL's rights under this clause 4 are in addition to and without prejudice to any other rights or remedies available to TfL.

4.5 Any dispute as to whether the Services are supplied, or the Service Provider's relevant obligations are performed, in accordance with the Acceptable Service Levels shall be resolved in accordance with clause 36 (Dispute Resolution Procedure).

#### 5. **Testing**

5.1 Each party shall have the relevant rights, and shall comply with the provisions, set out in schedule 4 (Testing Regime) in relation to Testing.

5.2 The Service Provider agrees that all Testing shall be the responsibility of, and carried out at the cost and expense of, the Service Provider.

**6. Achievement of Milestones**

6.1 Each party shall have the relevant rights, and shall comply with the provisions, set out in schedule 3 (Milestones and Deliverables) in relation to the achievement of Milestones.

**7. Personnel and Training**

7.1 The Service Provider will use sufficient, suitable, appropriately qualified, skilled and experienced Personnel who hold all necessary certificates and any other qualifications required in accordance with Debt Recovery Law to perform the Services.

7.2 The Service Provider shall not engage any person who will or who may carry out Enforcement Action for TfL unless the Service Provider has obtained satisfactory written references for such person.

7.3 On the Effective Date, and thereafter in the event of any change in its Personnel, the Service Provider shall provide TfL with the following details in writing in relation to each member of its Personnel:

- (A) full name;
- (B) in the case of Bailiffs, the name of the County Court at which he or she obtained his or her certification;
- (C) his or her references; and
- (D) the date on which he or she successfully completed the training referred to in clause 7.9(A) below,

and the Service Provider shall promptly notify TfL from time to time of any changes to these details.

7.4 The Service Provider shall procure (as far as it is lawfully able to do so) that all its Personnel disclose to the Service Provider details of any convictions. The Service Provider shall not engage any of its Personnel who have convictions in the performance of the Services without the prior written consent of TfL.

7.5 The Service Provider shall require (as far as it is lawfully able to do so) that its Personnel declare any interests or relationships they have with Customers at any time and from time to time. The Service Provider shall notify TfL of all such declarations and shall ensure that none of its Personnel shall carry out Enforcement Action in respect of a Customer with whom he or she has declared an interest or relationship.

7.6 The Service Provider shall provide TfL, upon request, with copies of the contracts of employment or service (as the case may be) of Bailiffs engaged to perform Enforcement Action for TfL.

- 7.7 The Service Provider shall ensure that all Bailiffs update their County Court certification so as to indicate their employment or engagement by the Service Provider.
- 7.8 If TfL, acting reasonably, considers that any member of the Service Provider's Personnel is not performing properly, efficiently or effectively or is in any way disruptive to TfL's activities then TfL may, by written notice to the Service Provider, require the removal of such member of the Service Provider's Personnel from the provision of the Services with immediate effect. The Service Provider shall inform TfL in writing if it considers that the re-engagement of any such member of the Service Provider's Personnel in the provision of the Services to be justified, and TfL may permit such re-engagement on such terms as TfL shall determine. The exercise of these rights by TfL will not relieve the Service Provider of any of its obligations under this Agreement.
- 7.9 The Service Provider shall:
- (A) only use Personnel in the performance of the Services who have first successfully completed an induction training programme developed by the Service Provider and approved by TfL;
  - (B) deliver the TfL Modules to each member of the Service Provider's Personnel prior to such Personnel providing any of the Services;
  - (C) ensure that all Personnel receive training in the TfL Modules on an annual basis; and
  - (D) maintain an accurate and up-to-date record of the training history of all Personnel, including details of the training dates, the courses undertaken, and any further training scheduled.
- 7.10 TfL may from time to time:
- (A) attend, inspect and audit the Service Provider's Personnel training courses at any time (with or without prior notice); and
  - (B) deliver additional training to the Service Provider's Personnel on the TfL Modules.
- 7.11 If the Service Provider replaces any Personnel for whatever reason, the cost of effecting such replacement shall be borne by the Service Provider (including, for the avoidance of doubt, any costs of training, induction or other efforts involved in bringing the replacement Personnel up to the required level of knowledge as his or her predecessor with regard to the provision of the Services).
- 7.12 For the Term of this Agreement and twelve (12) Months thereafter, neither party shall, without the prior written consent of the other party, solicit or employ any employee of the other directly involved in performance of the other's obligations under this Agreement. This provision shall not apply if an employee is employed as

a result of a response by the employee to a public advertisement or as a result of the operation of the TUPE Regulations.

7.13 Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee between TfL and any member of the Service Provider's Personnel.

## 8. **Service Provider Personnel – Information**

8.1 The Service Provider shall update and provide to TfL, no later than two (2) weeks following the Effective Date and thereafter within two (2) Working Days of any changes, a manual in such form as is appropriate which shall set out:

- (A) the organisational structure and internal lines of reporting of the Service Provider in relation to the Services;
- (B) a brief summary of the roles and responsibilities of all Personnel within the organisation; and
- (C) if requested by TfL, a curriculum vitae for any or all members of Personnel within the organisation.

8.2 The Service Provider shall (subject to restrictions imposed by any relevant data protection laws) within twenty (20) Working Days following a request by TfL during the continuance of this Agreement deliver up, or procure the delivery up of, to TfL full and accurate information in respect of the Service Provider's Personnel concerning their number, function, remuneration and benefits, terms of employment or engagement, age, length of service or engagement and the proportion of working time each individual has been concerned with the Services during the preceding twelve (12) Months and such copies of any personnel records as may be required by TfL.

8.3 In the event that information provided pursuant to clause 8.2 of this Agreement during the Relevant Period changes in any material respect at any time prior to the expiry or termination of this Agreement, the Service Provider will notify TfL promptly, and in any event by or at the next Review Meeting. The Service Provider shall upon written request by TfL (such requests to be made at intervals of no less than 20 Working Days except on reasonable grounds) provide updated information within 5 Working Days of such request. Further, the Service Provider shall clarify any matter in relation to the information provided for which TfL makes a request. In supplying such information to TfL the Service Provider thereby consents to the disclosure of such information to any actual or prospective New Service Provider and to TfL's professional advisers and warrants to TfL the accuracy of the information.

8.4 No later than ten (10) Working Days following the expiry or termination of this Agreement, the Service Provider shall provide or procure the provision to TfL or any New Service Provider (as appropriate) updated payroll information following

the final payroll run and P45 details in respect of the Service Provider Personnel (including the Assigned Employees, if any) and:

- (A) agrees to pay or provide to the Service Provider's Personnel (if any) all emoluments due or accrued in the period up to but excluding the date of termination or expiry of this Agreement (whichever is applicable) and shall pay to the appropriate party an apportioned sum in respect of accrued but untaken holiday pay (less any holiday pay for holiday taken but not yet accrued) in respect of the Service Provider's Personnel as at the date of termination or expiry of this Agreement (whichever is applicable); and
- (B) shall provide personnel records relevant to any Service Provider Personnel (if any) requested by TfL.

## 9. **No Changes During a Relevant Period**

9.1 During any Relevant Period, the Service Provider shall not, and shall procure that none of its Key Sub-Contractors shall, without the written permission of TfL:

- (A) amend the rate of remuneration (including, without limitation, eligibility to receive payment pursuant to the expiry or termination of this Agreement) or any other terms of employment or engagement of the Service Provider's Personnel (including without limitation the terms of any pension entitlement);
- (B) redeploy or terminate the employment or engagement of any of the Service Provider's Personnel;
- (C) recruit any person for employment or engagement in connection with, or assign any additional Service Provider Personnel to, all or any of the Services provided under this Agreement and TfL's consent shall not be unreasonably withheld where the Service Provider is replacing its Personnel on a one-for-one basis with appropriately skilled employees on substantially similar remuneration to the member(s) of Service Provider Personnel being replaced; or
- (D) amend any existing, compulsory or voluntary Collective Obligation or enter into any new Collective Obligations.

9.2 The Service Provider shall co-operate and procure co-operation from any other employer (save for TfL or any actual or prospective New Service Provider) in the orderly management of issues relating to the Service Provider's Personnel (including without limitation any Assigned Employees) in connection with the expiry or termination of this Agreement (as applicable). The Service Provider will comply promptly and will procure timely compliance from any other employer (save for TfL or any actual or prospective New Service Provider) with all instructions from TfL with regard to arrangements connected with the expiry or termination of this Agreement. Insofar as it is within the Service Provider's control and without prejudice to the Service Provider's obligations to comply with its obligations under

this Agreement, the Service Provider will take all commercially reasonable steps to reduce the circumstances under which TfL or any New Service Provider may incur cost as a result of the expiry or termination of this Agreement in connection with the Service Provider's Personnel.

10. **Service Provider Personnel – Obligations on Commencement, Expiry and Termination**

- 10.1 The Service Provider shall comply with its obligations, if any, to inform and/or consult in relation to the Transferring Employees in connection with the commencement of the provision of the Services and shall indemnify TfL against any losses, costs, expenses (including taxes, management time and legal fees), liabilities and damages incurred by TfL as a result of the Service Provider's failure to do so.
- 10.2 TfL shall comply with its obligations, if any, to inform and/or consult in relation to the Transferring Employees in connection with the commencement of the provision of the Services.
- 10.3 The Service Provider agrees to satisfy and will procure that any Key Sub-Contractor will satisfy all of its obligations up to expiry or termination of this Agreement (as applicable) with respect to all outgoings and accrued liabilities in respect of the Service Provider Personnel involved in performing the Service Provider's obligations under this Agreement.
- 10.4 The Service Provider shall comply with its obligations, if any, to inform and/or consult in relation to the Service Provider's Personnel in connection with expiry or termination of this Agreement and shall indemnify TfL and/or any New Service Provider against any losses, costs, expenses (including taxes, management time and legal fees), liabilities and damages incurred by them as a result of the Service Provider's failure to do so.
- 10.5 Notwithstanding clause 8 (Service Provider Personnel - Information), the Service Provider shall (subject to any applicable Laws including those relating to data protection) no later than six (6) weeks before expiry or termination of this Agreement (as applicable) provide to TfL the following relevant information in respect of each member of the Service Provider's Personnel:
- (A) their full name and date of birth;
  - (B) their general terms and conditions of employment including (but not limited to) date of commencement of employment/engagement, remuneration details, holiday entitlement, hours of work, pension entitlement and all other benefits;
  - (C) taxation details including PAYE, national insurance contributions and other social security contributions;

- (D) the date continuous employment began;
- (E) details of any collective agreements;
- (F) any outstanding claims arising from their employment; and
- (G) any other information which, pursuant to the TUPE Regulations, the Service Provider is required to provide in respect of the Service Provider's Personnel,

to enable it to comply with its obligations in respect of the Service Provider's Personnel under the TUPE Regulations.

10.6 The Service Provider shall:

- (A) co-operate in the orderly management of issues relating to the Service Provider Personnel in connection with expiry or termination of this Agreement (as applicable);
- (B) enable and assist TfL and/or any New Service Provider (as appropriate), if requested, to inform and consult or communicate with and meet any relevant Service Provider Personnel or their trade union or other representatives; and
- (C) promptly comply with all reasonable instructions from TfL with regard to arrangements in relation to relevant Service Provider Personnel connected with expiry or termination of this Agreement (as applicable).

11. **Indemnities relating to Employees**

11.1 TfL shall have no liability for any Personnel, former Personnel or other individual who is or was engaged in providing services substantially similar to Services provided under this Agreement and the Service Provider shall indemnify TfL against all and any costs, expenses (including taxes and management time), liabilities, damages and losses arising out of any demand, claim, action or proceeding (including legal fees and expenses on an indemnity basis) which arises or is alleged to arise or is made against TfL (including, without limitation, by virtue of the operation of the TUPE Regulations) in connection with facts or events occurring or alleged to occur in connection with the commencement or provision of Services under this Agreement or provision of services substantially similar to Services provided under this Agreement or expiry and/or termination of this Agreement (as applicable) and which is made or brought by:

- (A) one or more of the Personnel, former Personnel or other individual who is or was engaged in providing the Services or services substantially similar to Services provided under this Agreement and relates to facts or events occurring at any time in connection with such person's employment or engagement in respect of the provision of the Services provided under this Agreement or services substantially similar to the Services provided under

this Agreement or the termination of such employment or engagement (including without limitation, any dismissal or alleged dismissal of such person by TfL, the Service Provider, a Sub-Contractor or otherwise); and/or

- (B) a trade union and/or appropriate representatives in connection with any Personnel, former Personnel or other individual who is or was engaged in providing the Services or services substantially similar to the Services (including without limitation in relation to obligations to inform and consult or any rights, entitlements or liabilities under any Collective Obligations).

## 12. **Assistance with Employment Claims**

In the event that any of the Service Provider's Personnel or any other person who is or has been, or purports to be or have been, employed in connection with all or any of the Services or services substantially similar to the Services provided under this Agreement, makes a claim against TfL or a New Service Provider arising out of or in connection with the provision of the Services or services substantially similar to the Services provided under this Agreement, TfL and the Service Provider shall notify the other party that such claim has been made and shall give to the other as soon as practicable after any request all co-operation, assistance and information which may be reasonably required by the other in relation to the claim.

## 13. **Pensions**

The Service Provider shall make available an arrangement (the "**Service Provider Pension Plan**") for the provision of relevant benefits to the Service Provider's employees in accordance with applicable Laws. The terms of the Service Provider Pension Plan (including the benefits provided under it) shall be made available to TfL on request. "Relevant benefits" has the meaning given to it in section 612 of the Income and Corporation Taxes Act 1988.

## 14. **London Living Wage**

### 14.1 The Service Provider shall:

- (A) ensure that none of the London Living Wage Employees is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- (B) ensure that none of the London Living Wage Employees is paid less than the amount to which they are entitled in accordance with their respective contracts of employment;
- (C) provide to TfL such information concerning the London Living Wage as TfL may reasonably require from time to time;
- (D) disseminate on behalf of TfL to the London Living Wage Employees such perception questionnaires as TfL may reasonably require from time to time



and promptly collate and return to TfL responses to such questionnaires;  
and

- (E) co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

14.2 The Service Provider acknowledges that the London Living Wage may be increased from time to time and that TfL shall have the right, as a Mandatory Change, from time to time to require the Service Provider to comply with its obligations under this Agreement in relation to such increased London Living Wage.

## 15. **Revenue Collection and Payment**

15.1 Subject to paragraph 11.3.2 of Schedule 13 (TfL Bailiff Policy), the Service Provider shall pay to TfL all Revenue within one (1) Working Day of receipt and in accordance with the provisions of schedule 11 (Revenue Collection and Payment).

15.2 The Service Provider may not recover from TfL any payment, charges, costs, fees or expenses whatsoever or howsoever incurred in respect of the performance of the Services.

15.3 Where the Service Provider has undertaken Enforcement Action, the Service Provider may seek to recover from the Customer any applicable Enforcement Fees in addition to the sums owing to TfL, in accordance with Debt Recovery Law. It shall be entirely the responsibility of the Service Provider to ensure that sums recovered from Customers are sufficient to cover Enforcement Fees in addition to sums owing to TfL and TfL makes no warranty or representation that Enforcement Fees shall be recoverable by the Service Provider and TfL accepts no responsibility or liability whatsoever to the Service Provider in the event that the Service Provider is unable to recover Enforcement Fees or any amount thereof from a Customer.

15.4 The Service Provider shall apply any monies obtained from a Customer in the following order:

- (A) firstly in the payment to TfL in full of the outstanding sum stated in the Warrant (subject to paragraph 11.3.2 of Schedule 13 (TfL Bailiff Policy));  
and
- (B) secondly in the satisfaction of the Enforcement Fees (if any) incurred by the Service Provider; and
- (C) thirdly, subject to paragraph 3.3.4 of schedule 2 (Statement of Requirements), the balance of the monies (if any) following the deduction of the sums referred to in (A) and (B) above shall be promptly repaid to the Customer.

15.5 For the avoidance of doubt, in the event that the Service Provider is unable to recover the Enforcement Fees in full from a Customer, the Service Provider shall have no right to deduct any amount from the sums owing to TfL, or otherwise to seek to recover the Enforcement Fees, or any part of them, from TfL.

16. **TfL's Obligations**

16.1 Notwithstanding the provisions of schedule 5 (Service Level Agreement), TfL is not obliged to allocate any Warrants to the Service Provider whether pursuant to this Agreement or otherwise.

16.2 TfL reserves the right to cancel any instruction in respect of any Warrant previously allocated to the Service Provider without notice, explanation or payment of any compensation, fees or expenses to the Service Provider. TfL shall use reasonable endeavours to ensure that where a Warrant is withdrawn the Service Provider is informed within two (2) Working Days. In the event of any such cancellation or withdrawal, the Service Provider shall promptly return any Removed Goods which have not been disposed of to the Customer.

16.3 TfL shall use its reasonable endeavours to ensure that TfL and the Core Service Provider:

- (A) do not accept, without prior notice to the Service Provider, any payment which to their reasonable knowledge is in respect of any Warrant which has been allocated to the Service Provider for execution; and
- (B) shall advise Customers that any payment in respect of a Warrant should be made to the Service Provider.

17. **Warrants**

17.1 Without prejudice to any other warranties or representations expressed elsewhere in this Agreement or implied by Law, the Service Provider hereby warrants, represents and undertakes to TfL that:

- (A) it has full capacity and authority and all authorisations, consents, approvals and permits necessary (including without limitation all necessary shareholder and board approvals) for it to enter into and discharge its obligations under this Agreement and that this Agreement has been executed by a duly authorised representative of the Service Provider;
- (B) it is entering into this Agreement as principal and not as agent for any person and it will act as an independent contractor in carrying out its obligations under this Agreement;
- (C) the Service Provider is aware of the purpose for which the Services are required and acknowledges that TfL is relying upon the Service Provider's expertise and knowledge in the provision of the Services;

- (D) the Services shall be performed in compliance with all applicable Laws; and
- (E) without prejudice to the generality of clause 17.1(D) above, any Enforcement Action undertaken in performance of the Services shall be undertaken strictly in accordance with the relevant Debt Recovery Law and TfL Bailiff Policy.

17.2 Each warranty and representation shall be construed as a separate warranty or representation and shall not be limited or restricted by any other term of this Agreement.

## 18. **Contract Management**

18.1 The parties shall comply with the provisions of schedule 10 (Contract Management and Reporting).

## 19. **Sub-Contractors**

19.1 The appointment by the Service Provider of Key Sub-Contractors shall be on substantially the same terms and conditions as contained in this Agreement and the Service Provider shall provide a copy of its contract with any Key Sub-Contractor to TfL on request from time to time.

19.2 Where the Service Provider has appointed a Sub-Contractor, the Service Provider shall ensure that such Sub-Contractor is properly equipped, experienced, organised and financed to undertake the duties assigned to it and the Service Provider warrants that it will actively monitor the performance of such Sub-Contractor at all times.

19.3 The Service Provider shall ensure that none of its Sub-Contractors, without the prior written consent of the Service Provider and TfL, shall sub-contract, assign, transfer or otherwise dispose of the whole or any part of their rights or obligations under their Sub-Contracts and that the Sub-Contracts shall contain provisions to this effect.

19.4 The Service Provider shall ensure that any Key Sub-Contractor appointed shall maintain at their own cost a policy or policies of insurance in accordance with the provisions of clause 25 (Insurance).

19.5 In the event that the Service Provider sub-contracts any of its obligations under this Agreement it shall nevertheless remain fully liable to TfL for the performance of such obligations.

19.6 If TfL, acting reasonably, considers that any Sub-Contractor is not performing properly, efficiently or effectively or is in any way damaging to TfL's activities or reputation then TfL may, by written notice to the Service Provider, require the removal of such Sub-Contractor from the provision of the Services with immediate effect. The Service Provider shall inform TfL in writing if it considers that the re-engagement of any such Sub-Contractor in the provision of the Services to be

justified, and TfL may permit such re-engagement on such terms as TfL shall determine. The exercise of these rights by TfL will not relieve the Service Provider of any of its obligations under this Agreement.

19.7 The Service Provider shall take into account its obligations set out in schedule 8 (Equality and Diversity) when appointing Sub-Contractors.

## 20. **Records, Audit and Inspection**

20.1 The Service Provider shall:

- (A) maintain a complete and correct set of records of all activities relating to the performance of the Services and the Service Provider's obligations under this Agreement, including, without limitation, detailed financial records including records relating to monies recovered from Customers, sums due to TfL, sums paid to TfL, Enforcement Fees due, Enforcement Fees recovered and any sums repaid to Customers; and
- (B) retain all such records for a period of not less than six (6) years (or such longer period as may be prescribed by Law) following the termination or expiry of this Agreement.

20.2 TfL or its nominated representative shall have the right at any time during the period of not less than six (6) years (or such other period as may be prescribed by Law) on reasonable notice to visit the Service Provider's premises and audit and inspect all computer systems, records, reports, information and procedures of the Service Provider which relate to the provision of the Services to verify compliance with the requirements of this Agreement.

20.3 The Service Provider shall, at no cost to TfL, promptly and fully co-operate, and procure that its Personnel shall promptly and fully co-operate, with TfL in relation to any inspection, audit or check carried out pursuant to this Agreement including (without limitation):

- (A) granting or procuring the grant of access to any premises, computer systems, vehicles or equipment used in the Service Provider's performance of this Agreement;
- (B) facilitating observation of the performance of the Services (including Enforcement Action) in accordance with applicable Debt Recovery Law and Health and Safety Legislation;
- (C) making the records required to be maintained under this Agreement available for inspection and providing a reasonable number of copies of such records if required; and
- (D) providing all requested support at its own facilities to TfL or its nominated representative in relation to any inspection, audit or check and allowing them use of suitable office accommodation if necessary.

20.4 The Service Provider shall procure that each Sub-Contract into which it enters shall contain:

- (A) equivalent rights of audit, inspection and access in favour of TfL or its nominated representative; and
- (B) equivalent obligations on the relevant Sub-Contractor.

21. **Security Policy**

21.1 The Service Provider shall provide the Services in accordance with, and shall ensure that its Personnel comply with, the provisions of this clause 21 and schedule 6 (Security Policy).

21.2 The Service Provider shall at all times provide such access, facilities, information, data, documentation and assistance reasonably required by TfL, the Core Service Provider and any third party nominated by TfL in connection with the preparation and implementation of the Security Policy and any updates thereof and any other security requirements envisaged under this Agreement.

21.3 The Service Provider shall as soon as possible, and in any event before the end of each day, update the Incident Log in respect of each Security Incident and ensure that the Incident Log is always available to TfL and is accurate, up to date and complete.

21.4 In the event of a Security Incident:

- (A) the Service Provider shall immediately, and at the Service Provider's cost, correct, make good, reinstate, replace and fix all deficiencies, loss and/or damage to the Services in connection with a Security Incident, including without limitation to the Enforcement System and the CSP Interface, and perform any appropriate testing, to demonstrate to TfL's satisfaction that the performance of the Services is secure and meets the criteria specified in this Agreement including in connection with the Service Provider implementing any Security Rectification Plan pursuant to clause 21.4(B);
- (B) the Service Provider shall immediately and at the Service Provider's cost prepare a Security Rectification Plan including full details of the steps to be taken by the Service Provider to perform its obligations under clause 21.4(A) and shall, without limiting clause 21.4(A), submit a copy of that Security Rectification Plan to TfL for its approval and, subject to such approval, the Service Provider shall fully carry out that Security Rectification Plan;
- (C) the Service Provider shall promptly escalate the matter to such level of seniority within the Service Provider's Personnel as TfL may require;
- (D) TfL may, in the event that it is not satisfied that a Security Rectification Plan envisaged under clause 21.4 is being fully implemented by the Service

Provider, terminate this Agreement with immediate effect by giving notice to the Service Provider.

21.5 The Service Provider agrees that:

- (A) any breach of this clause 21 shall be deemed to be a material breach of this Agreement by the Service Provider; and
- (B) notwithstanding clause 21.5(A), a breach or failure of security in connection with the Services shall be at the sole risk of, and sole cost to, the Service Provider.

21.6 If any data is inaccurate, corrupted, lost or sufficiently degraded as to be unusable as a result of the Service Provider's failure to comply with the provisions of this clause 21 or any other act or omission of the Service Provider, the Service Provider shall at its own cost carry out (or procure the carrying out of) such remedial action to restore such data or information.

## 22. **Intellectual Property**

22.1 The Service Provider shall have no right (save where expressly permitted under this Agreement or with TfL's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property of TfL.

22.2 Notwithstanding the generality of clause 23.3 (Liability and Indemnity) below, the Service Provider shall indemnify and hold TfL harmless against any costs, claims, expenses or damages suffered or incurred by TfL arising out of or in connection with any claim brought against TfL for infringement of any third party Intellectual Property rights due to the performance of the Services by the Service Provider.

## 23. **Liability and Indemnity**

23.1 Nothing in this Agreement shall limit or exclude either party's liability in respect of death or personal injury caused by the negligence of such party or in respect of fraudulent misrepresentation by either party.

23.2 Subject to clause 23.1, TfL's liability under this Agreement shall in no event exceed £1,000,000 (one million pounds) in aggregate per annum.

23.3 The Service Provider shall on demand fully indemnify and keep indemnified on an after tax basis TfL, its officers, employees, agents and contractors from and against any and all cost, loss, expense, liability, claim or damage of whatsoever nature (including any liability for legal fees and expenses) whether direct, indirect or consequential (including without limitation, any economic loss or loss of profits or goodwill) which TfL or its officers, employees, agents and contractors incurs or suffers as a consequence of, or would not have arisen but for:

- (A) any default by the Service Provider in the due and punctual performance of any of its obligations under this Agreement including, without limitation, any

act or omission, neglect or default of the Service Provider or its Personnel or Sub-Contractors, or any breach of Debt Recovery Law or any breach or tortious acts or omissions by the Service Provider or its Personnel or Sub-Contractors in respect of any matter arising from the performance of the Services; or

- (B) the Service Provider having undertaken any Enforcement Action (including without limitation any Removal or Disposal of Goods) in respect of any Warrant for which an Out of Time Statutory Declaration is accepted.

#### 24. **Change Control Request Procedure**

- 24.1 Each party shall have the relevant rights and shall comply with the provisions set out in schedule 9 (Change Control Request Procedure and Changes).

#### 25. **Insurance**

- 25.1 Without prejudice to its liability to indemnify TfL under clause 23 (Liability and Indemnity) or any other provision of this Agreement, the Service Provider shall arrange and maintain throughout the duration of this Agreement (or any other period stated in the Agreement) insurance of the types and values specified below (the “**Insurances**”) with an insurer or insurers authorised to underwrite such risks in the United Kingdom and on terms that are standard in the British insurance market subject to such cover being available in the market at reasonable commercial rates and terms (as defined in clause 25.2):

- (A) employer’s liability insurance in the sum of not less than five million pounds (£5,000,000) per incident;
- (B) public liability insurance in the sum of not less than five million pounds (£5,000,000) per occurrence;
- (C) professional indemnity insurance in a sum normal and customary for a service provider engaged in the same business as the Service Provider, but not less than one million pounds (£1,000,000) in the aggregate per annum for the duration of the Agreement and for six (6) years after expiry or termination of this Agreement; and
- (D) crime insurance (fidelity guarantee) in a sum of not less than one million pounds (£1,000,000).

- 25.2 For the purpose of this clause 25, “commercial rates and terms” shall mean rates and terms at a premium level and on conditions such that a business of comparable size to the Service Provider and carrying out substantially the same business would, in the opinion of an insurance broker acceptance to both TfL and the Service Provider, be prepared to accept.

- 25.3 Where the Insurances contain a care, custody or control exclusion, the relevant policy shall be endorsed so as to delete the exclusion in respect of any TfL

premises (including contents) that are occupied by the Service Provider for the purpose of performing the Services.

- 25.4 The Service Provider shall ensure that the Insurances cover the Service Provider's legal liability (including liability assumed under this Agreement) which may arise out of or in the course of or by reason of the Service Provider's or its Sub-Contractors' performance, non-performance or part-performance of this Agreement and, save in respect of professional indemnity insurance, extend to indemnify TfL as principal.
- 25.5 The Service Provider shall provide evidence satisfactory to TfL on the Effective Date of the Agreement and at each anniversary thereof that the Insurances have been effected and are in force which evidence may include (without limitation) such insurance policies or a summary of the principal terms and conditions.
- 25.6 The Service Provider shall comply with the terms and conditions of the Insurances and all reasonable requirements of the insurers, including (without limitation), in connection with the prosecution, defence and settlement of claims, the recovery of losses and the prevention of accidents. The Service Provider shall bear the cost of all exclusions and limitations under the Insurances and shall pay for any excess. Any deficiencies in the cover or policy limits of insurance of Sub-Contractors shall be the Service Provider's sole responsibility.
- 25.7 If the Service Provider fails or is unable to maintain insurance in accordance with clause 25.1 (or is unable to supply satisfactory documentary evidence pursuant to clause 25.5), the Service Provider shall immediately notify TfL in writing and TfL may at its absolute discretion:
- (A) effect such alternative insurance cover as it deems to be requisite and recover all costs and expenses incurred by TfL in doing so from the Service Provider upon demand; or
  - (B) terminate this Agreement immediately upon written notice.
- 25.8 In relation to all the Insurances except employer's liability insurance, in the event of any incident, the Service Provider shall not make any comment to the press or other media without the express permission of TfL.
- 25.9 In the event of a claim being made under any of the Insurances, the proceeds shall be applied in making good the loss or damage in respect of which the claim is made save to the extent that any such sums (or part of them) are specifically claimed in respect of the Service Provider's management, overhead and legal expenses.

## 26. **Compliance with Law and Policies**

- 26.1 The Service Provider shall be responsible for ensuring that all operations or activities carried out by the Service Provider, its Personnel and Sub-Contractors



pursuant to this Agreement shall comply at all times with all relevant Laws, whether local, national or supranational and with all relevant regulations, codes of good conduct and any reasonable instructions of TfL or any other relevant regulatory body or organisation whether or not having the force of law (including, without limitation, those relating to health and safety at work, public safety and environmental matters).

26.2 In performing its obligations under or pursuant to this Agreement, the Service Provider shall ensure that it obtains and maintains throughout the duration of this Agreement at its own expense all necessary certificates, licences, authorisations and any other permissions (whether statutory or otherwise) required to perform its obligations.

26.3 The Service Provider, at no additional cost to TfL:

(A) shall, and shall procure that all the Service Provider's Personnel and Sub-Contractors shall, comply with all of TfL's policies and standards that are relevant to the performance of the Services, including but not limited to the provisions set out in schedule 13 (TfL Bailiff Policy);

(B) shall comply with the provisions of schedule 8 (Equality and Diversity);

(C) acknowledges that TfL is under a duty under section 17 of the Crime and Disorder Act 1998 to exercise its various functions with due regard to the likely effect of the exercise of its functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area. In providing the Services, the Service Provider shall assist and co-operate with TfL where possible to enable TfL to satisfy this duty; and

(D) acknowledges that in all cases, the costs of compliance with this clause 26 shall be borne by the Service Provider.

26.4 TfL shall provide the Service Provider with copies of the policies and standards referred to in clause 26.3(A) on request.

## 27. **Conflict of Interest**

27.1 The Service Provider acknowledges and agrees that it does not have an interest in any matter where there is or is likely to be a conflict of interest with its providing the Services to TfL or with any member of the TfL Group and that (except as provided below) it shall not act for any person, organisation or company where there is or is likely to be a conflict of interest with it providing the Services or with any member of the TfL Group. This clause shall not prevent the Service Provider from providing services to an existing client of the Service Provider to whom the Service Provider is, as at the Effective Date, providing services provided that the Service Provider shall:

- (A) not act for any such client in respect of any transactions between any member of TfL Group and such client;
- (B) ensure that the personnel acting in any capacity for any such client are different from the Personnel involved in providing the Services or in any other work which the Service Provider carries out in relation to any member of TfL Group;
- (C) ensure that any personnel acting for any such client do not have access to information held by the Service Provider relating to any member of TfL Group; and
- (D) inform TfL of all such existing clients and the steps that it is taking to ensure compliance with clauses 27.1(A) to 27.1(C) inclusive.

27.2 The Service Provider shall undertake ongoing and regular conflict of interest checks throughout the duration of the Agreement and shall notify TfL in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the TfL Group and shall work with TfL to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to TfL's satisfaction.

27.3 Breach of clause 27.1 or clause 27.2 shall entitle TfL to terminate this Agreement and any other contracts between the Service Provider and any member of the TfL Group immediately.

## 28. **Corrupt Gifts or Payment and Fraud**

### 28.1 **Corrupt gifts or payment**

- (A) The Service Provider shall not receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the Services or the Agreement or any other agreement with any member of the TfL Group.
- (B) The Service Provider shall not conspire with any person to do any of the acts mentioned in clause 28.1(A).
- (C) Any:
  - (1) breach by the Service Provider of the foregoing provision of this clause 28; or
  - (2) commission of any offence by the Service Provider under the Prevention of Corruption Acts 1889-1916 in relation to this Agreement

or any contract with any member of TfL Group, The Greater London Authority and/or other associated bodies,

shall entitle TfL to terminate this Agreement in accordance with clause 31 (Termination) and recover from the Service Provider the amount of value of any such gift, consideration or commission and any cost, loss, liability or damage incurred or suffered by TfL as a result of, or which would not have arisen but for, the breach of this clause.

- (D) The decision of TfL in relation to the foregoing provisions of this clause 28 shall be final and conclusive provided always that it shall have acted proportionately having regard to the nature of the breach by the Service Provider of this clause 28.

## 28.2 **Fraud**

- (A) If any fraudulent activity comes to the attention of the Service Provider in relation to the provision of the Services, the Service Provider shall notify TfL by the most expeditious means available. The Service Provider shall then co-operate in the investigation of such fraudulent activity and shall implement any necessary changes to the procedures or working practices employed in the provision of the Services as may be necessary to ensure that the likelihood or opportunity for a recurrence of such fraud is minimised.
- (B) In the event of any fraudulent activity on the part of the Service Provider, its Personnel or Sub-Contractors, TfL shall have the right to terminate this Agreement in accordance with clause 31 (Termination) and to recover from the Service Provider any cost, loss, liability or damage incurred or suffered by TfL as a result of, or which would not have arisen but for, such fraudulent activity.

## 29. **Health and Safety**

29.1 The Service Provider shall at all times comply with:

- (A) all applicable Health and Safety Legislation;
- (B) all decisions, requirements, regulations, orders, instructions, directions or rules relating to health and safety applicable to the provision of the Services.

29.2 The Service Provider shall be responsible for the observance by itself, its Personnel and Sub-Contractors of all current and relevant health and safety precautions necessary for the protection of itself, its Personnel, Sub-Contractors and other persons affected by the performance of the Services including all precautions required to be taken by or under any Health and Safety Legislation.

29.3 The Service Provider undertakes to carry out formal risk assessments from time to time of all aspects of the Services in accordance with the requirements of all applicable Health and Safety Legislation and to carry out all testing, examination

and other work necessary to minimise and, so far as reasonably practicable, eliminate all risk to health or safety resulting from the performance of the Services or the use of any equipment or materials or other things in connection with the Services.

- 29.4 The Service Provider will strictly comply with and will procure that the Service Provider's Personnel strictly comply with such induction training procedures and safety training procedures as are required by Health and Safety Legislation and as TfL may require from time to time.
- 29.5 In the event that a serious health or safety risk has arisen or is likely to arise in the provision of the Services, the Service Provider will notify TfL promptly in writing and will provide TfL with adequate information relating to such risk including any steps and safeguards which the Service Provider proposes to take and observe in order to ensure that the Services are performed safely. The Service Provider shall promptly take such steps and adopt such safeguards.

30. **Information Compliance**

30.1 The Service Provider warrants and undertakes that it will comply with all relevant data protection laws and data protection principles (the "**DP Requirements**"), including, without limitation, in the United Kingdom, the Data Protection Act 1998, the Computer Misuse Act 1990 and the Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003. In complying with the DP Requirements, the Service Provider will, without limitation:

- (A) comply with any applicable notification requirements under such DP Requirements;
- (B) ensure that any Personal Data to be supplied by the Service Provider to TfL or processed by the Service Provider and/or its Sub-Contractors on behalf of TfL pursuant to this Agreement will be processed in accordance with the requirements of such DP Requirements; and
- (C) comply with the further obligations in relation to data protection set out in schedule 7 (Information Compliance).

30.2 The Service Provider shall and shall procure that its Sub-Contractors shall:

- (A) comply with all requests made by TfL;
- (B) provide all such assistance as may be required by TfL; and
- (C) comply with the further obligations set out in schedule 7 (Information Compliance),

so as to enable TfL to comply with its obligations under the FOI Legislation.

30.3 Notwithstanding the generality of clause 23.3 (Liability and Indemnity) above, the Service Provider shall be liable for and shall indemnify TfL and keep indemnified TfL against each and every expense, cost, liability, loss, damage, actions, claims or proceedings (including legal fees and expenses on an indemnity basis) and demands incurred by TfL which arise directly out of or in connection with the Service Provider's data processing activities under this Agreement, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the DP Requirements and/or the FOI Legislation by the Service Provider or its Personnel and Sub-Contractors and any liability of TfL under the FOI Legislation as a result of the acts or omissions of the Service Provider or its Personnel and Sub-Contractors.

### 31. **Termination**

31.1 TfL may terminate this Agreement forthwith by giving written notice to the Service Provider on the occurrence of any of the following events or circumstances:

- (A) a Change of Control of the Service Provider provided that TfL serves the notice of termination within sixty (60) days of the date of receipt of notice from the Service Provider of the Change of Control; or
- (B) the Service Provider commits a material breach or a Persistent Breach of this Agreement, which is incapable of remedy, or if capable of remedy is not remedied within ten (10) Working Days of service of notice by TfL giving particulars of the breach and, where appropriate, requiring it to be remedied;
- (C) the Service Provider commits any breach of clause 15 (Revenue Collection and Payment) which results in TfL incurring any financial loss;
- (D) in circumstances in which a Milestone is delayed beyond the Milestone Date by more than twenty (20) Working Days or such other period agreed in writing by the parties;
- (E) the Service Provider falsifies any data or Personal Data and/or there is any non-compliance with clause 30 (Information Compliance);
- (F) there is a Material Service Level Failure;
- (G) an Insolvency Event affecting the Service Provider occurs;
- (H) there is a Change in Law, other than a change in TfL policy, which renders operation of a Scheme or the Schemes wholly or partially illegal or if a Scheme or the Schemes are cancelled or terminated by an authority (including but not limited to the Mayor of London) other than TfL;
- (I) there has been a Diversity Infraction which is either:
  - (1) not capable of remedy (in TfL's reasonable opinion); or

- (2) if capable of remedy is not dealt with to TfL's reasonable satisfaction (including but not limited to the Service Provider taking such steps as may be required by Law and appropriate disciplinary or other steps);
- (J) breach by the Service Provider of clause 14 (London Living Wage);
- (K) 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;
- (L) 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 Service Failure occurring;
- (M) as expressly provided for in the following provisions:
  - (1) clause 25 (Insurance);
  - (2) clause 27.3 (Conflict of Interest);
  - (3) clause 28.1(C) (Corrupt Gifts or Payment);
  - (4) clause 28.2(B) (Fraud);
  - (5) clause 35.4 (Termination for Force Majeure); and
  - (6) clause 37.3 (Assignment).

31.2 TfL may terminate this Agreement at any time by giving the Service Provider at least one (1) Month's written notice of termination.

## 32. **Consequences of Termination**

32.1 Upon any termination of this Agreement (for whatever cause):

- (A) subject to clause 32.1(B) below, the rights and the obligations of the parties under this Agreement shall terminate and be of no future effect;
- (B) clauses 20 (Records, Audit and Inspection), 23 (Liability and Indemnity), 28 (Corrupt Gifts or Payment and Fraud), 30 (Information Compliance), 32 (Consequences of Termination), 33 (Confidentiality), 34 (Publicity), 36 (Dispute Resolution Procedure), 45 (Third Party Rights) and 46 (Law and Jurisdiction) shall remain in effect together with such provisions which expressly or by necessary implication will survive termination;
- (C) no compensation of any form shall be payable to the Service Provider;

- (D) unless instructed by TfL to the contrary, the Service Provider shall immediately:
  - (1) cease all Enforcement Action;
  - (2) return any Removed Goods to the appropriate Customers; and
  - (3) return to TfL (at its own cost) any unexecuted Warrants;
- (E) any rights or obligations to which any of the parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect; and
- (F) termination shall not affect or prejudice any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any party may have in respect of any breach of this Agreement which existed at or before the date of termination.

### 33. **Confidentiality**

33.1 The Service Provider acknowledges that it may receive, obtain, prepare or create Confidential Information. The Service Provider undertakes that:

- (A) it shall receive and/or maintain the Confidential Information in strictest confidence and it acknowledges that such information is of a confidential nature;
- (B) it shall not use the Confidential Information for any purposes whatsoever (and in particular shall not use the Confidential Information to the detriment of TfL) other than for the purpose of the performance of the Services or compliance with its obligations under this Agreement;
- (C) it shall not disclose the Confidential Information to any third party without the prior written consent of TfL except that it is entitled to the extent strictly necessary to disclose the Confidential Information:
  - (1) to such of the Service Provider's employees and professional advisers who need to know the Confidential Information for the performance of the Services provided that the Service Provider shall be responsible for any breach of its obligations occasioned by any act or omission of such employees and advisers; or
  - (2) to the Service Provider's auditors and any other person or body having a legal right or duty to know the Confidential Information in connection with the Service Provider's business provided that prior to such disclosure the Service Provider consults with TfL as to the proposed form of such disclosure and what, if any, confidentiality undertakings

each such third party should enter into before Confidential Information is disclosed;

- (D) it shall inform each of the persons referred to in clauses 33.1(C)(1) and 33.1(C)(2) to whom Confidential Information is disclosed of the restrictions as to use and disclosure of the Confidential Information and shall use its best endeavours to ensure that each of them observe such restrictions and enter into any written undertakings required by TfL;
- (E) it shall, at TfL's request, deliver to TfL or destroy all or any documents and other materials in its possession, custody or control (or the relevant parts of such materials) that bear or incorporate any Confidential Information and if instructed by TfL in writing, remove all electronically held Confidential Information, save that the Service Provider shall be entitled to retain one copy of the Confidential Information where such Confidential Information is required by the Service Provider to comply with any Laws or in order to provide the Services; and
- (F) it shall not, except where provided in clause 33.1(C), or with the prior written consent of TfL, disclose to any third party the nature or content of any discussions or negotiations between the parties relating to the Confidential Information.

33.2 The obligations set out in clause 33.1 do not apply to any Confidential Information which:

- (A) the Service Provider can show by documentary evidence was already in its lawful possession and at its free disposal before the disclosure to the Service Provider by TfL;
- (B) is lawfully disclosed to the Service Provider without any obligations of confidence, by a third party who has not derived it directly or indirectly from TfL;
- (C) is or has come into the public domain through no fault of the Service Provider or its employees, agents or Sub-Contractors; or
- (D) is required by law or by order of a court of competent jurisdiction to be disclosed.

33.3 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of clause 33.1 and that (without prejudice to all other remedies which TfL may be entitled to as a matter of law) TfL shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of this clause and no proof of special damages shall be necessary for the enforcement of the provisions of this clause.



33.4 The obligations of confidentiality set out in this clause shall remain in effect indefinitely, or until the relevant information is no longer confidential in accordance with the provisions of this clause.

34. **Publicity**

34.1 Subject to clause 34.3 and whether or not any restriction contained in clause 33 (Confidentiality) applies, the Service Provider shall not, and shall procure that its employees, agents and Sub-Contractors do not, make any announcement (including, without limitation, any communication to the public, to any clients or suppliers of either party or to all or any of the employees of either party or to representatives of the press, television, radio or other media) concerning the existence, provisions or subject matter of this Agreement or containing any information about TfL (including, without limitation Confidential Information) without the prior written approval of TfL.

34.2 TfL shall have the absolute discretion in deciding whether to give its consent as referred to in this clause 34.

34.3 Clause 34.1 shall not apply if and to the extent that such announcement is required by Law or by any securities exchange or regulatory or Governmental body having jurisdiction over either party (including but, not limited to, the Financial Services Authority, the London Stock Exchange, The Panel on Takeovers and Mergers and the Serious Fraud Office) and whether or not the requirement has the force of law and provided that any such announcement will be made only after consultation with the other party.

34.4 The obligations and restrictions contained in this clause 34 will survive termination of the Agreement and continue without limit of time.

35. **Force Majeure**

35.1 **Effect of Force Majeure**

Neither party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by Force Majeure (as defined in clause 35.2).

35.2 **Definition of Force Majeure**

“**Force Majeure**” means (other than in each case, one caused by a breach of contract by or with the assistance of the party concerned):

- (A) any war, civil war, armed conflict or terrorism;
- (B) any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster; and

- (C) strikes or other industrial action other than strikes or industrial action solely among the Service Provider's employees.

### 35.3 **Obligations of affected party**

A party whose performance of its obligations under this Agreement is delayed or prevented by Force Majeure:

- (A) shall forthwith notify the other party of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure;
- (B) shall use all reasonable endeavours to minimise the effect of the Force Majeure on its performance of its obligations under this Agreement including the making of any alternative arrangements for resuming the performance of its obligations which may be practicable without incurring material additional expense; and
- (C) shall, subject to clause 35.4, forthwith after the cessation of the Force Majeure, notify the other party thereof and resume full performance of its obligations under this Agreement.

### 35.4 **Termination for Force Majeure**

If any Force Majeure delays or prevents the performance of the obligations of either party for a continuous period in excess of three (3) Months, the party not so affected shall then be entitled to give notice to the affected party to terminate this Agreement, specifying the date on which termination will take effect. Upon termination the provisions of clause 32 (Consequences of Termination) shall apply.

## 36. **Dispute Resolution Procedure**

- 36.1 The parties shall use their reasonable endeavours to resolve any dispute arising out of or in connection with any provision of this Agreement ("**Dispute**") at the Project Review Meeting or Review Meeting (as the case may be) taking place after the date on which the Dispute arose.
- 36.2 If the Dispute has not been resolved within 10 Working Days after the date of the Project Review Meeting or Review Meeting (as the case may be) at which it was considered (or if there was no such Project Review Meeting or Review Meeting within one Month after the date on which the Dispute arose), the Dispute shall be referred as soon as practicable to the Strategic Review Meeting for resolution.
- 36.3 Any joint decision which resolves the Dispute and which is made pursuant to clauses 36.1 and 36.2 shall be recorded in writing and signed on behalf of each party by their respective Representatives and shall be final and binding on the parties. TfL's Representative shall keep a record of all such resolutions.

- 36.4 If the Dispute has not been resolved within 20 Working Days of it being referred to the Strategic Review Meeting, then the parties may agree to refer the Dispute to mediation.
- 36.5 When the parties wish to have the Dispute resolved by mediation, if they are unable to agree on the appointment of the mediator, either party may apply to CEDR to nominate the mediator. Each of the parties shall ensure that it is represented in the mediation by an individual with authority to settle the dispute and to sign any settlement agreement that may be agreed.
- 36.6 The mediator shall, in consultation with the parties, determine the timetable and procedure for mediation. Unless otherwise agreed, the CEDR Mediation Rules in force at the commencement of the mediation shall apply.
- 36.7 The procedure in the CEDR Mediation Rules shall be amended to take account of any relevant provisions in this Agreement or any other agreement which the parties may enter into in relation to the conduct of the mediation.
- 36.8 The mediation shall be conducted on a without prejudice basis and in strict confidence.
- 36.9 If the Dispute is settled through mediation, the terms of the settlement shall be recorded in writing in a legally binding form signed by a duly authorised representative of each of the parties.
- 36.10 If either party withdraws from the mediation at any time, or within 30 Working Days of the mediator being appointed the mediation has not resulted in the settlement of the dispute being reached, then the mediation procedure shall, unless otherwise agreed, be terminated.
- 36.11 No-one appointed to act as mediator shall be called to give evidence in any subsequent proceedings between the parties, nor may any mediator act as an advisor to either party in any subsequent proceedings whether as counsel, solicitor or independent expert without the prior written consent of the other parties.
- 36.12 The parties acknowledge, for the avoidance of doubt, that the commencement of a mediation shall not prevent the parties commencing or continuing Proceedings in accordance with clause 46 (Law and Jurisdiction).
- 36.13 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with this Agreement and without delay or disruption while the parties are seeking to resolve the Dispute pursuant to this clause 36.
- 36.14 The restrictions contained in this clause shall survive the termination of this Agreement.

37. **Assignment**

- 37.1 The Service Provider shall not assign, transfer or novate any or all of its rights or benefits under this Agreement.
- 37.2 TfL may at any time assign or novate all or any part of its rights, benefits and obligations under this Agreement.
- 37.3 In the event of breach of this clause 37 by the Service Provider, TfL shall be entitled to terminate this Agreement immediately.

38. **Entire agreement**

- 38.1 This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 38.2 The Service Provider acknowledges that it has not been induced to enter into this Agreement by any representation or warranty other than those contained in this Agreement and, having freely entered into this Agreement, agrees that it shall have no remedy in respect of any other such representation or warranty except in the case of fraud.
- 38.3 No variation of this Agreement shall be effective unless made in writing and signed by each of the parties.

39. **Rights etc cumulative and other matters**

- 39.1 The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.
- 39.2 No failure to exercise nor any delay in exercising by any party to this Agreement of any right, power, privilege or remedy under this Agreement shall impair or operate as a waiver thereof in whole or in part.
- 39.3 No single or partial exercise of any right, power privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.

40. **Further assurance**

Each party shall at its own expense execute all documents and do all acts and things reasonably required by the other to give effect to the terms of this Agreement.

41. **Invalidity**

If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

42. **Counterparts**

This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Either party may enter into this Agreement by signing any such counterpart.

43. **Notices**

43.1 Any notice (which term shall in this clause include any other communication) required to be given under this Agreement or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language.

43.2 Any such notice shall be addressed as provided in clause 43.4 and may be:

- (A) personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address if it is delivered not later than 17.00 hours on a Working Day, or, if it is delivered later than 17.00 hours on a Working Day or at any time on a day which is not a Working Day, at 08.00 hours on the next Working Day; or
- (B) if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two (2) Working Days after the date of posting; or
- (C) if from or to any place outside the United Kingdom, sent by pre-paid airmail, or by air courier in which case it shall be deemed to have been given seven (7) Working Days after the date of posting in the case of airmail or two Working Days after delivery to the courier, in the case of air courier;
- (D) sent by facsimile, in which case it shall be deemed to have been given when despatched, subject to confirmation of uninterrupted transmission by a transmission report provided that any notice despatched by facsimile after 17.00 hours on any Working Day or at any time on a day which is not a Working Day shall be deemed to have been given at 08.00 on the next Working Day; or
- (E) sent by electronic mail, in which case, it shall be deemed to be given when received but subject to the same provisions regarding receipt after 17.00 hours as apply to notices sent by facsimile.

43.3 Notices sent by electronic mail shall:

- (A) be in a form and context calculated to come to the recipient's immediate attention, including by being classified as "urgent";
- (B) be set up such that the sender is able to check whether they have been received and opened by the recipient;
- (C) be in immediately intelligible form and saveable to the relevant information systems; and
- (D) comply with any other requirements specified in writing by TfL from time to time.

If any notice is received in an unintelligible or unrecognisable form, the recipient shall immediately notify the sender (if identifiable from such notice) and the sender shall re-send the notice and simultaneously serve a copy of the notice by one or other of the methods referred to in clause 43.2.

43.4 The addresses and other details of the parties referred to in clause 43.2 are, subject to clause 43.5:

Name: Transport for London

For the attention of: Philip Hewson, Congestion Charging & Traffic Enforcement

Address: Palestra, 197 Blackfriars Road, London SE1 8NJ

Facsimile number: 020 3054 2007

E-mail address: philiphewson@tfl.gov.uk

Name: Equita Limited

For the attention of: Paul Leslie Sharpe

Address: 42/44 Henry Street, Northampton, NN1 4BZ

Facsimile number: 01604 633489

E-mail address: paul.sharpe@equita.co.uk

43.5 Either party to this Agreement may notify the other party of any change to the address or any of the other details specified in clause 43.4, provided that such notification shall only be effective on the date specified in such notice or five (5)

Working Days after the notice is given, whichever is later, and provided also that any new address shall be in the United Kingdom.

44. **Relationship of the parties**

44.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose.

44.2 Subject to any express provisions to the contrary in this Agreement, the Service Provider shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of TfL or bind TfL in any way.

45. **Third Party Rights**

No person (other than a New Service Provider pursuant to clause 10.4 (Service Provider Personnel) and TfL's officers, employees, agents and contractors pursuant to clause 23.3 (Liability and Indemnity)) who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

46. **Law and Jurisdiction**

46.1 **English Law**

This Agreement and any non-contractual obligations arising from or connected with it shall be governed by, and construed in accordance with, English Law.

46.2 **Jurisdiction**

In relation to any legal action or proceedings arising out of or in connection with this Agreement (whether arising out of or in connection with contractual or non-contractual obligations) ("**Proceedings**") each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.

**AS WITNESS WHEREOF** this Agreement has been duly executed the day and year first before written.

SIGNED for and on behalf of **TRANSPORT FOR LONDON**

By: .....

Name:.....

SIGNED for and on behalf of **EQUITA LIMITED**

By: .....

Name:.....



## SCHEDULE 1

### Definitions

“**Acceptable Service Level**” has the meaning ascribed in paragraph 2.5 of schedule 5 (Performance Management Regime Overview);

“**Additional Services**” has the meaning ascribed in clause 3.3 (Provision of Services);

“**Agreed Communications Plan**” means the communications plan set out in Annex 4 (Agreed Communications Plan) to schedule 8 (Equality and Diversity);

“**Agreed Diversity Training Plan**” means the diversity training plan set out in Annex 2 (Agreed Training Plan) to schedule 8 (Equality and Diversity);

“**Agreed Equality Policy**” means the equality and diversity policy set out in Annex 1 (Agreed Equality Plan) to schedule 8 (Equality and Diversity);

“**Agreed Supplier Diversity Plan**” means the supplier diversity plan set out in Annex 3 (Agreed Supplier Diversity Plan) to schedule 8 (Equality and Diversity);

“**Assigned Employees**” means any Service Provider Personnel who, following the date of termination or expiry of this Agreement (whichever is applicable), commences active employment with a New Service Provider or TfL in connection with all or any of the services to be provided in replacement of, or which are substantially similar to, the Services provided under this Agreement;

“**Authority to Proceed**” means an authorisation by TfL in respect of a Milestone, as evidenced by the issue of a Notice of Authority to Proceed;

“**Automatic Number Plate Recognition**” or “**ANPR**” means the automated method of recognising a vehicle registration mark from a camera image;

“**Bailiff**” means a person that is both (i) employed or engaged by the Service Provider or any of its Key Sub-Contractors and (ii) authorised under Debt Recovery Law to execute Warrants;

“**Change**” means any change to the Services (or the scope thereof or to the manner in which they are provided) or to any of the terms of this Agreement pursuant to the Change Control Request Procedure other than minor amendments required by TfL to processes and procedures (including without limitation to the Enforcement Action Procedure) set out in schedule 2 (Statement of Requirements) or in TfL Bailiff Policy, which TfL reasonably considers shall not result in significant costs to the Service Provider;

“**Change Authorisation**” means a notice issued by TfL in accordance with schedule 9 (Change Control Request Procedure and Changes) authorising the Service Provider to proceed with a Change;

“**Change Control Request**” or “**CCR**” means a written request, raised by TfL or the Service Provider in accordance with schedule 9 (Change Control Request Procedure and Changes), in relation to a proposed Change;

**“Change Control Request Procedure”** means the procedures for requesting a Change as set out in schedule 9 (Change Control Request Procedure and Changes);

**“Change in Law”** means any:

- (A) amendment, alteration or modification to or repeal of existing Law (including but not limited to any Scheme Order) (or any elements thereof);
- (B) introduction of any new Law (including but not limited to a Scheme Order) (or any elements thereof);
- (C) judgment of a competent court which changes a binding precedent or the interpretation of any relevant Legislation;
- (D) the suspension of any Scheme Order; or
- (E) the introduction of or amendment to any TfL policy, instruction or guidance on any matters relevant to the operation and/or administration of one or more Schemes,

which takes effect after the Effective Date;

**“Change Manager”** has the meaning ascribed in paragraph 2.1 of schedule 9 (Change Control Request Procedure and Changes);

**“Change of Control”** means any event where any person, whether acting alone or with others and whether on their own account or for or through one or more third parties:

- (A) acquires control (as defined in Section 416 of the Income and Corporation Taxes Act 1988) of the Service Provider; or
- (B) in the event that the Service Provider is subject to the Take-over Code, increases its or their interest in the relevant share capital (as defined in Section 792 of the Companies Act 2006) such that that person or group of persons would be obliged to make an offer for the Service Provider under Rule 9 of the Take-over Code or would be so obliged, but for any “whitewash” carried out pursuant to the notes on Dispensations from Rule 9 of the Take-over Code,

and for the purposes of this definition the **“Service Provider”** includes the Service Provider and each body corporate which is from time to time directly or indirectly its holding company (as defined in Section 1159 of the Companies Act 2006);

**“Charge Certificate”** means a notice served under regulation 17(1) of the Road User Charging (Enforcement and Adjudication) (London) Regulations 2001 on a Registered Keeper / Person Liable of a vehicle who has failed to pay a Penalty Charge within the time allowed;

**“Charge Payment”** means each (or any) of:

- (A) a Congestion Charge Payment;
- (B) a LEZ Charge Payment; or

(C) any other charge payment which permits a vehicle which does not qualify for an exemption or a 100% discount to be in a Charging Zone during Charging Hours without incurring a Penalty Charge;

**“Charging Day”** means a day on which one or more Schemes requires payment to enter the Charging Zone;

**“Charging Hours”** means the hours on a Charging Day during which a payment is required in relation to vehicles travelling or parked within the Charging Zone, as defined in the relevant Scheme Order;

**“Charging Zone”** means the area within which persons are liable to pay a Charge Payment to travel or park designated vehicles on designated roads at designated times, as defined in the relevant Scheme Order;

**“Close a Warrant”** means the Service Provider shall permanently cease all Enforcement Action in respect of a Warrant and record its Status as being closed;

**“Collective Obligations”** means the provisions of any collective bargaining agreement, recognition agreement, partnership agreement or workforce agreement, or any codes, regulations or legislative obligations relating to the need to inform or consult or both with the Service Provider Personnel or other individuals or their appropriate representatives (including any trade union representatives);

**“Confidential Information”** means information relating to one or more Schemes or the business or affairs of TfL and its employees which is divulged to, or obtained, prepared or created by or for the Service Provider during the bid process, entry into this Agreement and/or provision of the Services and which is either:

- (A) in written form and marked as proprietary and confidential;
- (B) is by its very nature confidential; or
- (C) which may otherwise reasonably be regarded as confidential;

**“Congestion Charge Payment”** means the payment that permits a vehicle, which does not qualify for an exemption or 100% discount, to be within the Congestion Charging Zone during Charging Hours without incurring a Penalty Charge;

**“Congestion Charging Scheme”** means the congestion charging scheme for London as set out or referred to in the Congestion Charging Scheme Order as amended from time to time and any implementation of such scheme;

**“Congestion Charging Scheme Order”** means the scheme order, as subsequently varied by various variation orders, referred to in the document entitled “The Central London Congestion Charging Scheme – The Consolidated Scheme Order” issued on 19 June 2006, as such scheme order may be further varied and confirmed by the Mayor of London from time to time;

**“Congestion Charging Zone”** means the Charging Zone relating to the Congestion Charging Scheme;

“**Core Service Provider**” or “**CSP**” means the service provider providing the services under the London Road User Charging Agreement dated 14 December 2007 (or such other party as TfL may notify to the Service Provider from time to time);

“**Correspondence**” means any letter, leaflet or other information sent to Customers as part of any Enforcement Action;

“**CSP Interface**” means the electronic link between the Service Provider and the CSP developed by the Service Provider in accordance with Annex A to schedule 2 (Statement of Requirements) for the purpose of receiving Warrants and exchanging associated documentation and information;

“**CSP Testing**” has the meaning ascribed to it in paragraph 7.1 of schedule 4 (Testing Regime);

“**Customer**” means a person named in a Warrant;

“**Customer Representative**” means a person in respect of whom the Service Provider has received written notification from the Customer as being authorised to represent the Customer;

“**Debt Recovery Law**” means the legislation applicable to the enforcement of debts relating to outstanding Charge Certificates and Traffic Enforcement Penalties from time to time in force in the jurisdiction in which the Services are performed, including without limitation (as at the date of this Agreement) the Greater London Authority Act 1999, County Courts Act 1984, the Distress for Rent Rules 1988, the Road User Charging (Charges and Penalty Charges) (London) Regulations 2001, the Road User Charging (Enforcement and Adjudication) (London) Regulations 2001, the Enforcement of Road Traffic Debts (Certificated Bailiffs) Regulations 1993 (as amended) and the Enforcement of Road Traffic Debts Order 1993 (as amended), the Traffic Management Act 2004 and (as may enter into force in the future), the Tribunals, Courts and Enforcement Act 2007 and the London Local Authorities and Transport for London Act 2008;

“**Detailed Milestone Achievement Criteria**” has the meaning ascribed in paragraph 9.1 of schedule 3 (Milestones and Deliverables);

“**Deliverables**” means the materials that are deliverable at a Milestone Date in accordance with schedule 3 (Milestones and Deliverables) and the Implementation Plan and any other tangible item that the Service Provider is required to provide as part of the Services or as a result of the Change Control Procedure;

“**Disposal**” or “**Disposal of Goods**” means the sale of Removed Goods to recover debt owed to TfL under a Warrant, and “**Dispose**” shall be construed accordingly;

“**Dispute Resolution Procedure**” means the procedure set out in clause 36 (Dispute Resolution Procedure);

“**Diversity Infraction**” means any breach by the Service Provider of any of its obligations under paragraphs 1 to 7 of schedule 8 (Equality and Diversity);

“**Documentation List**” means the list to be produced by the Service Provider pursuant to paragraph 6.1 of schedule 3 (Milestones and Deliverables);

**“Driver and Vehicle Licensing Agency”** or **“DVLA”** means the Driver and Vehicle Licensing Agency, an executive agency of the Department for Transport responsible for maintaining registers of vehicles and drivers for law enforcement and taxation purposes, and its successors from time to time;

**“Effective Date”** means the date of execution of this Agreement;

**“Emergency”** means a situation in which if a Change is required to avoid or mitigate (or if not implemented would result in):

- (A) loss of the Services;
- (B) material loss to TfL of Revenue or potential Revenue;
- (C) the immediate risk of death or personal injury to any person; and/or
- (D) an immediate material risk:
  - (1) to the integrity of the Scheme(s); and/or
  - (2) of loss of or damage to property;

**“Enforcement Action”** means any action taken by the Service Provider or its Personnel in order to execute a Warrant;

**“Enforcement Action Procedure”** means the procedure and associated timelines for Enforcement Action described in paragraphs 2.1.5 to 2.1.17 inclusive of Schedule 2 (Statement of Requirements);

**“Enforcement Fees”** means those reasonably and properly incurred fees, disbursements and costs that the Service Provider is entitled to recover from a Customer for undertaking Enforcement Action in accordance with Debt Recovery Law and the terms of this Agreement (and for the avoidance of doubt, this excludes the sum owed to TfL in respect of the outstanding Charge Certificate or Traffic Enforcement Penalty);

**“Enforcement System”** has, other than as defined in schedule 6 (Security Policy) for the purposes of that schedule, the meaning ascribed to it in paragraph 5.2.1 of schedule 2 (Statement of Requirements);

**“Error”** means a fault or error found in the Service Provider’s systems during Testing or during provision of the Services arising:

- (A) from any failure to meet the Interface Specification or any other provision of the Statement of Requirements;
- (B) as a result of any misinstructions, inaccuracy, incompleteness or “out of date” in connection with Deliverables or other instructions of the Service Provider; or
- (C) because the relevant software, hardware or equipment is not Fit for Purpose;

**“Escalation”** means a Customer enquiry or complaint, or any other issue relating to the performance of the Services that requires input, guidance or a response from TfL and

which has been forwarded to TfL for action, and “**Escalate**” or “**Escalated**” shall be construed accordingly;

“**Fit for Purpose**” means:

- (A) in the case of hardware, software, systems or Interfaces, that the hardware, software, systems or Interfaces deliver the functionality for the intended use, as envisaged by the performance criteria and other requirements of this Agreement; and
- (B) in the case of any other Deliverables not referred to in (A), that the relevant Deliverables:
  - (1) are complete taking into account the stage of the implementation of the Services (or, during the Operational Phase, the stage reached in the implementation of any Change);
  - (2) meet any criteria or requirements relevant to the Deliverables set out in the Agreement;
  - (3) are comprehensible to someone with the knowledge and skills of the intended audience;
  - (4) reflect Good Industry Practice;
  - (5) are consistent with any physical or actual assets or processes that they describe;
  - (6) reflect any relevant agreements between TfL and the Service Provider in respect of the Services; and
  - (7) take account of TfL’s reasonable comments following prior review unless otherwise agreed between the parties;

“**FOI Legislation**” means the Freedom of Information Act 2000, any subordinate legislation made under that Act from time to time, the Environmental Information Regulations 2004, the Re-Use of Public Sector Information Regulations 2005, and any guidance given by the Information Commissioner, the Office of Public Sector Information, the Ministry of Justice, the Department for Constitutional Affairs and/or the Department for Environment, Food and Rural Affairs, and any amendment to or successors of such legislation or guidance;

“**Force Majeure**” has the meaning ascribed to it in clause 35.2 (Definition of Force Majeure) of this Agreement;

“**Founded Customer Complaint**” has the meaning ascribed in paragraph PI 9.1 of schedule 5 (Service Level Agreement);

“**General Change**” means any Change other than an Emergency Change or a Mandatory Change;

**“Good Industry Practice”** means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence, foresight and practice that would reasonably and ordinarily be expected from a highly skilled and experienced person engaged in the same type of undertaking as that to which the particular element of the Services relates under the same or similar circumstances to those in which each element of the Services is to be provided;

**“Goods”** means assets, including without limitation furniture, vehicles, or money, belonging to a Customer;

**“Greater London Authority Languages”** or **“GLA Languages”** means Arabic, Bengali, Greek, Cantonese, Gujarati, Hindi, Punjabi, Turkish, Urdu, and Vietnamese, and any other languages as specified by TfL from time to time;

**“Health and Safety Legislation”** means all EU Directives or EU Regulations, statutes, or subordinate legislation or civil or common law, all court orders, ordinances, decrees or regulatory codes of practice, circulars, guidance notes and equivalent controls which have as a purpose or effect the protection or prevention of harm to human health, environment or health and safety or compensation for such harm which are binding in relation to the Schemes and/or upon the Service Provider;

**“High Value”** means that the reasonably anticipated value of the vehicle on sale at auction is at least twenty five (25) times greater than the outstanding debt due in respect of the Warrant;

**“Impact Assessment”** means the documents of that title, each relating to a proposed Change, as the Service Provider may be required to prepare from time to time in accordance with schedule 9 (Change Control Request Procedure and Changes);

**“Implementation Phase”** means the period from the Effective Date until the Operational Commencement Date;

**“Implementation Plan”** means the plan to be produced by the Service Provider pursuant to paragraph 3.1 of schedule 3 (Milestones and Deliverables);

**“Incident”** means an event that occurs or is observed during Testing or during the provision of the Services which causes, or may cause, an adverse impact on the provision or quality of the Services, including Errors, Service Issues and Security Incidents, and in the case of Testing, where the relevant Test Criteria are not met;

**“Incident Log”** means the centralised electronic tool used to record all events that occur or are observed during the provision of the Services which cause, or may cause, an adverse impact on the provision or quality of the Services;

**“Incumbent Service Provider”** means the incumbent service provider (if any) as at the Effective Date performing services which are substantially similar to or the same as the Services provided under this Agreement;

**“Initial Term”** has the meaning ascribed in clause 2.1 (Commencement and Duration);

**“Insolvency Event”** means the occurrence of any of the following insolvency events in respect of the Service Provider, not being events which have received the prior written approval of TfL:

- (1) any action is taken, or any proceedings are commenced in any court and not withdrawn or struck out within thirty (30) days (provided the Service Provider is taking all necessary steps during such period to have such action or proceedings withdrawn or struck out, as the case may be), for the liquidation, winding up, dissolution or any analogous process of, or for the making of an administration order in relation to, the Service Provider;
- (2) proposals are formulated for a moratorium or for any other arrangement with creditors generally or any class of creditors of the Service Provider or for any other proceeding or arrangement by which all or any material part of the assets of the Service Provider would be submitted to the control or supervision of a trustee, supervisor, debtor in possession or creditors or any competent court or governmental authority;
- (3) a trustee, supervisor, administrator, administrative receiver, receiver, manager or similar officer is appointed in respect of the Service Provider or of all or any material part of its assets (or, in the case of an administrator, a party gives notice of its intention to appoint an administrator);
- (4) all or any material part of the assets of the Service Provider are attached or distrained upon or become subject to any order of court or other process;
- (5) the Service Provider becomes insolvent or is declared insolvent by a competent court or governmental authority or is unable or admits its inability to pay its debts as they fall due or suspends or proposes to suspend payment of its debts; or
- (6) any other event occurs in any jurisdiction outside England which has an effect equivalent or as nearly as can be equivalent to any of the events described in paragraphs 1 to 5 of this definition above inclusive;

**“Insurances”** has the meaning ascribed in clause 25.1 (Insurance);

**“Intellectual Property”** means patents, trade marks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition;

**“Interface Specification”** means the specification and description of the CSP Interface set out in Annex A to schedule 2 (Statement of Requirements);

**“Interfaces”** means the CSP Interface and any other interfaces, processes, procedures or methods which provide access, functionality, interaction, inputs, or outputs, or which otherwise allow data feeds, in each case as may be required from time to time to deliver



the Services in accordance with this Agreement including without limitation relevant software, hardware and systems;

“**Internal Changes**” has the meaning ascribed in paragraph 3.3 of schedule 9 (Change Control Request Procedure and Changes);

“**Inventory of Seizure**” has the meaning ascribed to it in paragraph 2.3.4 of Schedule 2 (Statement of Requirements);

“**Key Sub-Contractor**” means any person who is authorised under Debt Recovery Law to execute Warrants to whom the Service Provider sub-contracts core Enforcement Action activities or any person to whom the Service Provider sub-contracts core Enforcement Action activities and who employs or engages any person that is authorised under Debt Recovery Law to execute Warrants;

“**Law**” means the EC Treaty and any directive, regulation or any other law, Legislation, treaty, enactment, statute, proclamation, decree, bye-law, decision, notice, order, rule (including, without limitation, any rule or decision of court), local government rule, statutory instrument or other delegated or subordinate legislation and any directions, codes of practice or guidance issued pursuant to any legislation and/or, in any such case, the equivalent thereof (howsoever described) applicable in any jurisdiction in which or through which the Services are to be performed;

“**Legislation**” means any Act or subordinate legislation within the meaning of section 2(1) of the Interpretation Act 1978, and any enforceable Community right within the meaning of the European Communities Act 1972 and in each case, includes the interpretation, administration or application thereof;

“**LEZ Charge**”, “**LEZ Charge Payment**” or “**LEZ Payment**” means the payment that permits a vehicle, which does not qualify for an exemption or 100% discount, to be within the LEZ without incurring a Penalty Charge, as defined in the LEZ Scheme Order;

“**LEZ Penalty Charge**” means a charge incurred by the registered keeper of a non compliant vehicle which has been detected within the LEZ;

“**LEZ Scheme**” means the low emissions zone scheme for London as set out or referred to in the LEZ Scheme Order as amended from time to time and any implementation of such scheme;

“**LEZ Scheme Order**” means the Greater London Low Emission Zone Charging Order 2006 confirmed on 03 May 2007;

“**London Living Wage**” means, subject to clause 14 (London Living Wage), the basic hourly wage of £7.20 (before tax, other deduction and any increase for overtime);

“**London Living Wage Employees**” means all employees of the Service Provider and employees of any Sub-Contractor who are employed for substantially all of their time:

(A) in the provision of the Services; and

(B) within the Greater London Area (as defined in the Greater London Authority Act 1999);

**“Low Emissions Zone”** or **“LEZ”** means the low emissions zone, being the geographical zone within which the Registered Keeper / Person Liable for a qualifying vehicle identified as having been in the zone will be liable for a charge, as defined in the LEZ Scheme Order;

**“Mandatory Change”** means any Change which either one party or both parties are required to implement as part of this Agreement and which is necessitated by, or results directly from:

- (A) a Change in Law, except if and to the extent that the actions to be undertaken by the Service Provider as a result constitute or relate to Additional Services;
- (B) an Emergency; or
- (C) a change or changes to one or more Other Service Provider’s systems (including the Core Service Provider) and/or service delivery processes;

which takes effect after the Effective Date and which impacts on:

- (1) the provision of the Services;
- (2) the operation or administration of a Scheme and/or the Schemes; or
- (3) otherwise on the terms of this Agreement;

or which the Agreement otherwise specifies is a Mandatory Change;

**“Material Service Level Failure”** means that the Service Provider has accrued 100 Service Failure Points or more in respect of any Month;

**“Milestone”** means a milestone to be achieved pursuant to schedule 3 (Milestones and Deliverables) by the relevant Milestone Date or as specified as a result of the Change Control Request Procedure;

**“Milestone Achievement Criteria”** means the criteria to be met by the Service Provider in order to achieve a Milestone, as specified in Table 1 of schedule 3 (Milestones and Deliverables) or as specified as a result of the Change Control Request Procedure;

**“Milestone Date”** means that date specified in Table 1 of schedule 3 (Milestone and Deliverables) or otherwise agreed between the parties in writing or as part of the Change Control Request Procedure, as appropriate, for realisation of a specified Milestone;

**“Milestone Tasks”** has the meaning given in paragraph 8.1(C) of schedule 3 (Milestones and Deliverables);

**“Minimum Records”** means all information relating to the Service Provider’s performance of paragraphs 1 to 7 of schedule 8 (Equality and Diversity);

**“Month”** means calendar month;

**“New Service Provider”** means TfL or any person who does, or is appointed to, provide to TfL all or any of the Services which are or have been provided pursuant to this Agreement by the Service Provider;

**“Notice of Approval”** means a notice issued by TfL to the Service Provider pursuant to paragraph 10.1 of schedule 3 (Milestones and Deliverables);

**“Notice of Authority to Proceed”** means a notice issued by TfL to the Service Provider pursuant to paragraph 8.2(A) of schedule 3 (Milestones and Deliverables);

**“Objection Notice”** has the meaning ascribed to it in paragraph 8.3 of schedule 9 (Change Control Request Procedure and Changes);

**“On Hold”** has the meaning ascribed to it in paragraph 2.4.1 of Schedule 2 (Statement of Requirements);

**“Operational Commencement Date”** means 01 November 2009 or such other date as may be notified to the Service Provider by TfL;

**“Operational Phase”** means the period from the Operational Commencement Date until the date of expiry or termination of this Agreement;

**“Operational Processes and Procedures”** means the document to be produced by the Service Provider pursuant to paragraph 5.1 of schedule 3 (Milestones and Deliverables);

**“Other Service Provider”** means any party providing services to, or having an interface with, TfL in relation to one or more Schemes from time to time, other than the Service Provider;

**“Out of Time Statutory Declaration”** means a statutory declaration submitted more than 21 days after an order for recovery has been issued by the Traffic Enforcement Centre;

**“Parameterised Change Element”** means that element of a Change relating to the re-configuration of a parameterised aspect of the Services, as detailed in Annex A to schedule 9 (Change Control Request Procedure and Changes);

**“Payment”** means the receipt of money from a Customer in full or part satisfaction of a debt as described in the Warrant naming that Customer;

**“Payment Arrangements”** has the meaning ascribed to it in paragraph 3.4.1 of Schedule 2 (Statement of Requirements);

**“Payment in Full”** means a Payment which, either of itself or when in addition to previous Payments, fully satisfies a debt as described in the Warrant;

**“Penalty Charge”** means a penalty charge incurred in relation to a vehicle which does not qualify for a 100% discount or an exemption and which has been identified as being within the relevant Charging Zone without a valid Charge Payment having been made in respect of it as required under the relevant Laws relating to a Scheme;

**“Penalty Charge Notice”** or **“PCN”** means a notice issued to a Registered Keeper / Person Liable notifying him or her of a Penalty Charge;

**“Performance Indicator”** or **“PI”** has the meaning ascribed in paragraph 2.1 of schedule 5 ((Performance Management Regime Overview);

**“Performance Indicator Report”** means the report provided by the Service Provider in accordance with paragraph 6 of schedule 10 (Contract Management and Reporting);

**“Performance Management Regime”** has the meaning ascribed in paragraph 2.1 of schedule 5 (Performance Management Regime Overview);

**“Persistent Breach”** means a breach of this Agreement which has continued beyond twenty (20) Working Days or has recurred three (3) or more times during the Month following the first such breach;

**“Personal Data”** shall have the meaning given to it in the Data Protection Act 1998;

**“Personnel”** means any individual engaged in the performance of the Services, including the Service Provider’s officers, employees, agency workers, contract workers, agents, contractors and, if appropriate, the officers, employees, agency workers, contract workers, agents and contractors of the Service Provider’s Sub-Contractors;

**“Proceedings”** has the meaning ascribed in clause 46 (Law and Jurisdiction);

**“Project Review Group”** has the meaning ascribed in paragraph 3.1 of schedule 10 (Contract Management and Reporting);

**“Project Review Meeting”** has the meaning ascribed in paragraph 3.3 of schedule 10 (Contract Management and Reporting);

**“Registered Keeper / Person Liable”** means the registered keeper or person liable for a vehicle as registered with DVLA or the person that has otherwise been properly established as the person liable;

**“Relevant Period”** means the period beginning with the later of:

- (A) the date on which any notice of termination of this Agreement is given; and
- (B) the date twelve (12) Months before the date of such termination,

and ending on the date this Agreement terminates or, if this Agreement expires by effluxion of time, the period of six Months immediately preceding the date of expiry;

**“Remittance”** has the meaning ascribed in paragraph 2.1 of schedule 11 (Revenue Collection and Payment);

**“Removal”** or **“Removal of Goods”** means the physical removal by a Bailiff of Goods belonging to a Customer that may be Disposed of by the Service Provider, and both **“Removed”** and **“Removed Goods”** shall be construed accordingly;

**“Representative”** or **“Representatives”** means any or all of the Service Provider’s Contract Manager, TfL’s Project Manager and TfL’s Contract Manager, as the context requires;

**“Reports”** means the reports to be produced by the Service Provider under this Agreement;

**“Report Specifications”** means functional specifications for each of the Reports which shall include, but not be limited to details explaining:

- (A) the source of the data;
- (B) the script used to obtain the data;
- (C) any exclusion of data;
- (D) the transformation applied to the data;
- (E) the presentation of the data;
- (F) the process and tools used to generate the report; and
- (G) any input parameters to the report and report frequency if generated automatically;

**“Return”** means the process by which a Warrant is sent back to TfL by the Service Provider with an appropriate Status once all Enforcement Action has ended, and **“Returned”** shall be construed accordingly;

**“Revenue”** means all sums recovered by the Service Provider from Customers as a result of Enforcement Action that are due to TfL in respect of an outstanding Charge Certificate or Traffic Enforcement Penalty and which, for the avoidance of doubt, shall not include any Enforcement Fees properly due to the Service Provider or any overpayments;

**“Review Meeting”** means the meeting between the Service Provider’s Representative and TfL’s Representative as described in paragraph 4.1 of schedule 10 (Contract Management and Reporting);

**“Schemes”** means:

- (A) the Congestion Charging Scheme;
- (B) the LEZ Scheme;
- (C) the Traffic Enforcement Schemes; and
- (D) any other scheme in respect of which Services are to be provided by the Service Provider pursuant to this Agreement from time to time,

and **“Scheme”** means any of the above;

**“Scheme Order”** means an order, rules or regulations relating to any one or more of the Schemes and as they may be amended or varied from time to time;

**“Security Incident”** means any failure, breach, hacking, penetration, virus or other incident in connection with:

- (A) the security of the Services or the Enforcement System; and

(B) the requirements of schedule 6 (Security Policy) and/or the Security Plan,

in each case whether or not caused in whole or in part by an act or omission of the Service Provider (or a Sub-Contractor);

“**Service Failure Points**” has the meaning ascribed in paragraph 2.1 of schedule 5 (Performance Management Regime Overview);

“**Service Issue**” means an Incident which does not constitute an Error or change to the Interface Specification but which will or may adversely affect the quality or efficient functioning of the Services;

“**Service Level**” or “**SL**” has the meaning ascribed in paragraph 1.1 of schedule 5 (Performance Management Regime Objectives);

“**Services**” means the services to be provided by the Service Provider to TfL as set out in schedule 2 (Statement of Requirements) and includes any Additional Services;

“**Service Provider’s Contract Manager**” has the meaning ascribed in paragraph 2.1 of schedule 10 (Contract Management and Reporting);

“**Service Provider’s Technical Solution**” means the document described in paragraph 4.1 of schedule 3 (Milestones and Deliverables);

“**Security Plan**” has the meaning ascribed in paragraph 2.2 of schedule 6 (Security Policy);

“**Security Policy**” means the security policy set out in schedule 6 (Security Policy) as amended from time to time in accordance with the Change Control Request Procedure;

“**Security Rectification Plan**” means the plan developed to resolve any Security Incidents as further described in clause 21 (Security Policy) and schedule 6 (Security Policy);

“**Severity 1**” means a critical element of the Services is or is likely to be prevented from functioning or being performed, or results or is likely to result in an unacceptable impact on the public or on TfL or on an Other Service Provider, as determined by TfL in its absolute discretion, in relation to a Service Issue or Error in connection with the Testing or operation of, or a Security Incident in relation to the security of, the Services;

“**Severity 2**” means Services still function with a workaround, however the functionality or performance is or is likely to be severely impacted or there is or is likely to be a significant impact on the public or on TfL or on an Other Service Provider, as determined by TfL in its absolute discretion, in relation to a Service Issue or Error in connection with the Testing or operation of, or a Security Incident in relation to the security of, the Services;

“**Severity 3**” means Services still function with a workaround however the required functionality or performance is or is likely to be materially impacted or there is or is likely to be a material impact on the public or on TfL or on an Other Service Provider, as determined by TfL in its absolute discretion, in relation to a Service Issue or Error in

connection with the Testing or operation of, or a Security Incident in relation to the security of, the Services;

“**Severity Level**” or “**SL**” means Severity 1, Severity 2 or Severity 3 (as applicable);

“**Statement of Requirements**” means the requirements for the Services set out in schedule 2 (Statement of Requirements);

“**Status**” means the status of a Warrant with respect to any Enforcement Action that has taken place;

“**Strategic Review Meeting**” means the meeting between the Service Provider and Tfl described in paragraph 5 of schedule 10 (Contract Management and Reporting);

“**Storage Fees**” means those sums payable by a Customer to the Service Provider for the storage of Removed Goods by the Service Provider;

“**Sub-Contract**” means any contract or agreement (whether or not in writing) between the Service Provider and any third party in relation to any activity arising out of or related to the provision of the Services;

“**Sub-Contractors**” means the sub-contractors (if any) with whom the Service Provider enters into a Sub-Contract appointed pursuant to clause 19 (Sub-Contractors);

“**System Failure**” means any material failure, fault or problem of the Service Provider’s systems;

“**Term**” means the period from the Effective Date to the date of expiry or earlier termination of the Agreement;

“**Tests**” means the tests undertaken or to be undertaken by the Service Provider as envisaged under clause 5 (Testing) and schedule 4 (Testing Regime) to assess whether the CSP Interface meet Tfl’s requirements as set out in this Agreement and “**Testing**” shall have a corresponding meaning;

“**Test Criteria**” means the specific test conditions and criteria used to determine whether a software or hardware item passes or fails a Test;

“**Test Data**” means any data in relation to any Testing;

“**Test Plan**” means a detailed document prepared or to be prepared by the Service Provider as envisaged under paragraph 5 of schedule 4 (Testing Regime);

“**Test Report**” means a test report prepared or to be prepared by the Service Provider as envisaged under paragraph 10 of schedule 4 (Testing Regime);

“**Test Specification**” means a detailed specification document prepared or to be prepared by the Service Provider setting out how the Tests will demonstrate that the Test Criteria have been met as envisaged under paragraph 6 of schedule 4 (Testing Regime);

“**Test Strategy**” means the high level document to be produced by the Service Provider in accordance with paragraph 3 of schedule 4 (Testing Regime);

**“Test Witnessing”** means a process by which personnel from TfL, or a nominated third party, witnesses the execution of Tests performed by the Service Provider as envisaged under paragraph 9 of schedule 4 (Testing Regime);

**“Test Documents”** means all documentation to be provided by the Service Provider to TfL in accordance with schedule 4 (Testing Regime);

**“TfL Bailiff Policy”** means the policy set out in schedule 13 (TfL Bailiff Policy) as may be amended from time to time;

**“TfL Group”** means Transport for London and all of its subsidiaries from time to time;

**“TfL Modules”** means specific training content developed and maintained by TfL covering important aspects of TfL’s operations, including:

- (A) details of the Schemes;
- (B) clarification of TfL Bailiff Policy and TfL Policies;
- (C) TfL internal procedures; and
- (D) data protection;

**“TfL’s Contract Manager”** has the meaning ascribed in paragraph 2.3 of schedule 10 (Contract Management and Reporting);

**“TfL’s Project Manager”** has the meaning ascribed in paragraph 2.2 of schedule 10 (Contract Management and Reporting);

**“Traffic Enforcement Centre”** or **“TEC”** means the Traffic Enforcement Centre at Northampton County Court;

**“Traffic Enforcement Penalty”** means a fine or penalty charge incurred in relation to a vehicle which has been identified as being in contravention of any Traffic Enforcement Scheme;

**“Traffic Enforcement Scheme”** means any or all rules, bye-laws, decisions, notices, orders, local government rules, statutory instruments or other delegated or subordinate legislation and any directions relating to traffic management and vehicle parking within Greater London, including without limitation as may be made under the Traffic Management Act 2004;

**“Transferring Employees”** means any and all individuals who are employed by the Incumbent Service Provider (or by its sub-contractors or by TfL) any time before the Effective Date and who at any time prior to such date are concerned with all or any of the services provided by the Incumbent Service Provider under its agreement with TfL or any part thereof;

**“TUPE Regulations”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) or any successor legislation in force from time to time;



**“Visit”** means attendance at a place where the Customer or the Customer’s Goods are or may be present by a Bailiff in the course of performance of Enforcement Action, and **“Visiting”** shall be construed accordingly;

**“Warrant”** means an instrument issued by the courts on behalf of TfL in accordance with Debt Recovery Law entitling TfL to enforce an outstanding Charge Certificate or Traffic Enforcement Penalty by the seizure and sale of goods;

**“Working Day”** means any day other than any Saturday, Sunday or public holiday in England;

**“Working Hours”** means the hours of 8:00am to 6:00pm each Working Day;

**“Workplace Harassment Policy”** has such meaning as is set out in paragraph 1.5 of Schedule 8 (Equality and Diversity).

## **SCHEDULE 2**

### **Statement of Requirements**

#### **1 OVERVIEW OF SERVICES**

- 1.1 The Service Provider shall maintain adequate facilities, resources and Personnel to effectively perform Enforcement Action in England, Wales and Scotland, as required, receive Payments and respond to Customer enquiries. This shall include, but not be limited to:
- a. continuous access to appropriate vehicle and Registered Keeper information;
  - b. provision of an Enforcement System;
  - c. provision of a Customer website; and
  - d. provision of a Customer contact centre.
- 1.2 The Service Provider shall refer Customers to the relevant Debt Recovery Law where appropriate.
- 1.3 The Service Provider shall ensure that it has access to legal advice (at its own cost) in respect of Debt Recovery Law.

#### **2 COLLECTION AND PROCESSING OF WARRANTS**

##### **2.1 Execution of Warrants**

- 2.1.1 The Service Provider shall not permit any member of its Personnel to attend or assist with Visits, Removal and/or taking possession of Goods except when they are closely accompanied by and under the direct supervision of a Bailiff.
- 2.1.2 The Service Provider shall undertake Enforcement Action in accordance with TfL Bailiff Policy, as provided and updated by TfL from time to time.
- 2.1.3 The Service Provider shall ensure that in the event that an application is made to the court challenging either a Bailiff's certification or seeking an assessment of Enforcement Fees, the TfL Representative is notified within twenty-four (24) hours of receipt by the Service Provider of notification of the application. The Service Provider shall promptly provide any additional information requested by TfL in relation to the application.
- 2.1.4 Where the Service Provider is unsure of how to proceed with Enforcement Action it shall cease Enforcement Action, Escalate the

matter to TfL and shall act in accordance with any input, guidance or other response as TfL may provide in consequence of the Escalation.

### **Enforcement Action Procedure**

- 2.1.5 Upon receipt of a Warrant, the Service Provider shall, within five (5) days from the date on which the Warrant is retrieved from the CSP Interface, issue an initial letter and an information leaflet to the Customer informing the Customer of the outstanding debt and providing instructions on how to make a Payment.
- 2.1.6 If after seventeen (17) days from the date the initial letter was issued Payment in Full has not been received from the Customer or a Payment Arrangement has not been entered into with the Customer, the Service Provider may commence Visits and/or the use of mobile ANPR technology.
- 2.1.7 In the event that Payment in Full is not received from the Customer, and where no Payment Arrangement has been entered into with the Customer, the Service Provider shall conduct at least three (3) Visits before the date the Warrant expires and must be Returned to TfL.
- 2.1.8 At least fourteen (14) days 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.
- 2.1.9 The Service Provider shall not undertake Enforcement Action in cases of extreme hardship, as determined by TfL Bailiff Policy from time to time.
- 2.1.10 The Service Provider shall ensure that where it is unable to execute a Warrant, either as a result of TfL Bailiff Policy or any other reason, and it has undertaken any minimum Enforcement Action that may be required by TfL Bailiff Policy, such occurrence is recorded on the Enforcement System.
- 2.1.11 The Service Provider shall ensure that, unless otherwise authorised by the Customer in writing, details relating to the execution of a Warrant are discussed only with TfL, CSP's sub-contractors where necessary and the Customer named in the Warrant.
- 2.1.12 The Service Provider shall immediately cease Enforcement Action in respect of a particular Warrant when instructed to do so by TfL or the CSP in writing.
- 2.1.13 Where a Customer provides documentary evidence that Payment in Full has been made in respect of a Penalty Charge Notice for which a Warrant has been issued, the Service Provider shall cease

Enforcement Action immediately and forward that evidence to TfL within twenty-four (24) hours of such evidence being received.

2.1.14 The Service Provider shall only Close a Warrant when:

- a) Payment in Full has been made; or
- b) TfL has agreed that the Service Provider should Close a Warrant; or
- c) as otherwise permitted or required by TfL Bailiff Policy.

2.1.15 Where TfL Bailiff Policy requires that the Service Provider Close a Warrant without Payment in Full, the Service Provider shall notify TfL of the reason and provide any supporting documentation.

2.1.16 The Service Provider shall ensure that where notification is received from TfL to Return a Warrant, Enforcement Action ceases immediately and the Warrant is Returned to TfL within twenty-four (24) hours.

2.1.17 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 have accrued.

## **2.2 Visits**

2.2.1 The Service Provider shall ensure that when Visiting a Customer, Bailiffs immediately explain the purpose of their Visit and identify themselves using an identity card that contains a photograph and shows proof of their certification as a Bailiff and that they represent the Service Provider.

2.2.2 The Service Provider shall ensure that Bailiffs only seek access to a Customer's premises in accordance with the relevant Debt Recovery Law and TfL Bailiff Policy.

2.2.3 The Service Provider shall ensure that Bailiffs provide a full receipt for all monies received during a Visit to a Customer.

2.2.4 Where the Service Provider is unable to make contact with a Customer during a Visit, the Service Provider shall wait a period of at least twenty-four (24) hours before another Visit is undertaken and any associated Enforcement Fees are applied.

## 2.3 Immobilising vehicles and the Removal of Goods

- 2.3.1 The Service Provider shall make all reasonable efforts, and undertake all actions required by TfL Bailiff Policy, to contact a Customer prior to the Removal of Goods and/or taking possession of Goods.
- 2.3.2 The Service Provider shall ensure that prior to the Removal of Goods and/or taking possession of Goods the Bailiff will use all reasonable endeavours to confirm that 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.
- 2.3.3 The Service Provider shall ensure that it has access to all necessary equipment for safe and secure clamping and Removal of a range of vehicles including heavy goods vehicles, buses, and coaches.
- 2.3.4 The Service Provider shall keep a detailed record of all Goods Removed from Customers including details of the condition of the Goods (an “**Inventory of Seizure**”), a copy of which is to be provided to the Customer at the time of Removal and where possible signed by the Customer or the Customer’s Representative.
- 2.3.5 The Service Provider shall notify the appropriate authorities, in accordance with TfL Bailiff Policy, where a vehicle is Removed and the Customer is not present.
- 2.3.6 The Service Provider shall maintain sufficient storage facilities to hold any Goods that are Removed in the performance of Enforcement Action.
- 2.3.7 The Service Provider shall ensure that Removed Goods are held at a secure location until the Customer has collected them or their Disposal.
- 2.3.8 The Service Provider shall only be entitled to apply Storage Fees to Removed Goods:
- a) from midnight on the day on which the Goods are Removed; and
  - b) for each twenty-four hour period the Goods are held in storage by the Service Provider.

Where Goods are stored on behalf of the Service Provider by a third party, the Service Provider shall ensure that the Enforcement Fees include any third party storage costs (which shall be payable by the Service Provider to such third party) and the Customer is not invoiced for such costs by the third party directly.

## **2.4 Placing a Warrant On Hold**

- 2.4.1 The Service Provider shall cease all Enforcement Action in respect of a Warrant at the request of TfL or the CSP or otherwise in accordance with TfL Bailiff Policy (to place a Warrant “**On Hold**”).
- 2.4.2 The Service Provider shall await TfL or the CSP’s instructions in respect of all Warrants On Hold.
- 2.4.3 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.
- 2.4.4 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.

## **2.5 Disposal of Goods**

- 2.5.1 The Service Provider shall ensure that on the Disposal of Goods the best available price is obtained for each item.
- 2.5.2 The Service Provider shall obtain prior written approval from TfL for any auction house used by it for the Disposal of Goods.
- 2.5.3 The Service Provider shall submit the details of any auction house for which approval is required at least one (1) Month prior to the date of intended use.
- 2.5.4 Where the Disposal of Goods takes place at public auction, the Service Provider shall provide the following details to the Customer within five (5) Working Days following the date of the auction:
- a. the Inventory of Seizure (updated if necessary to reflect any changes in the condition of the Goods whilst in the Service Provider’s possession);
  - b. place of sale;
  - c. time of sale;
  - d. itemised list of items sold;
  - e. amount raised for each item;
  - f. costs incurred in the sale; and
  - g. Enforcement Fees deducted.

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

- 2.5.5 Where the Service Provider has Removed a vehicle of High Value, the Service Provider shall obtain written approval from TfL before Disposal of the vehicle.

2.5.6 Prior to the Removal of a vehicle where the Customer is not present, the Service Provider shall use all reasonable efforts to ensure that the vehicle in question belongs to the Customer. Such evidence shall be recorded by the Service Provider.

2.5.7 Where the Service Provider has Removed a vehicle without the Customer being present, the Service Provider shall obtain written approval from TfL before Disposal of the vehicle but any such approval shall not reduce the Service Provider's liability for the proper performance of its obligations under this Agreement.

## **2.6 Out of Time Statutory Declarations**

2.6.1 The Service Provider shall ensure that where it has received notification from TfL, the CSP or the TEC that a Customer has filed an Out of Time Statutory Declaration regarding a Warrant, the Warrant is placed On Hold immediately.

2.6.2 Where an Out of Time Statutory Declaration is accepted by the court all Enforcement Fees shall be cancelled and shall not be recoverable from TfL or the Customer.

2.6.3 The Service Provider shall ensure that where it has received notification from TfL, the CSP or the court that an Out of Time Statutory Declaration regarding a Warrant has been accepted by the court:

- a. all Enforcement Action in respect of such Warrant ceases immediately;
- b. where required by TfL in order to refund the Customer, a sum equivalent to the sum of any Enforcement Fees paid by the Customer with respect to the Warrant is transferred promptly to TfL in accordance with paragraph 4.1;
- c. any Goods Removed but not Disposed of in relation to the Warrant are returned to the Customer;
- d. where required by TfL in order to refund the Customer, the proceeds of any Disposal of Goods in relation to the Warrant are transferred promptly to TfL in accordance with paragraph 4.1; and
- e. the Warrant is Returned to TfL within twenty-four (24) hours.

2.6.4 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 issue a letter to the Customer notifying them that Enforcement Action will resume in seven (7) days from the date of the letter. The Service Provider shall then resume Enforcement Action in respect of such Warrant after such seven (7) day period has expired.

### **3 ENQUIRIES, COMPLAINTS AND PAYMENTS**

#### **3.1 Correspondence**

- 3.1.1 The Service Provider shall obtain prior written approval from TfL with respect to any templates or standard text to be used for Correspondence.
- 3.1.2 The Service Provider shall provide TfL with a printed and electronic copy of any Correspondence and any other supporting documentation associated with Enforcement Action, such as a Warrant or a complaint, within forty-eight (48) hours of a request by TfL.
- 3.1.3 The Service Provider shall ensure that all Correspondence includes a clear explanation of the details of the Warrant that the Correspondence relates to, a breakdown of any outstanding amounts owed including all Enforcement Fees and Storage Fees, and the Service Provider's contact details.
- 3.1.4 The Service Provider shall include all corresponding PCN numbers in a prominent position on all Correspondence.
- 3.1.5 When replying to Customer enquiries, the Service Provider shall ensure that each relevant point raised by the Customer is addressed and appropriate evidence provided as requested.
- 3.1.6 The Service Provider shall issue a notice of acknowledgement to the Customer, the format of which shall be agreed with TfL, within five (5) Working Days of receiving a written enquiry or other item of correspondence from the Customer.
- 3.1.7 The Service Provider shall provide documentation in any of the GLA Languages, large print, braille or audio cassette at the request of a Customer, TfL or the CSP.
- 3.1.8 Unless it is acknowledged by the Customer that one has already been received, the Service Provider shall provide Customers with an information leaflet, to be provided by TfL, on the following occasions:
- a. when providing a receipt;
  - b. when providing an Inventory of Seizure; and
  - c. with other Correspondence as required by TfL, from time to time.

#### **3.2 Contact Centre**

- 3.2.1 The Service Provider shall maintain the following contact channels through which Customers can make an enquiry or complaint:



- a. telephone contact centre;
- b. post;
- c. counter (or in person); and
- d. website.

3.2.2 The Service Provider shall ensure that the telephone contact centre and any counter where Customers may make an enquiry, complaint or Payment is operational and adequately staffed during Working Hours.

3.2.3 The Service Provider shall provide a telephone answering service for the contact centre, which shall operate outside of Working Hours.

3.2.4 Where a return contact number is known or provided, the Service Provider shall respond to messages left by Customers on the answering service on the first Working Day after they were left.

3.2.5 If the Service Provider implements an automated call management or distribution system, the Service Provider shall provide the option for Customers to immediately transfer to a contact centre operative.

### **3.3 Payments**

3.3.1 The Service Provider shall offer, at a minimum, the following Payment methods to Customers:

- a. cash;
- b. cheque;
- c. postal order; and
- d. credit or debit card.

3.3.2 The Service Provider shall offer, at a minimum, Customers the opportunity to make Payments:

- a. by telephone;
- b. by post;
- c. in person;
- d. by direct bank transfer; and
- e. through a website.

3.3.3 Where a Payment defaults, 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 before taking any further Enforcement Action.

3.3.4 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.

### **3.4 Payment Arrangements**

- 3.4.1 The Service Provider may enter into lawful arrangements with the Customer in order to secure Payment in Full of any outstanding sums ("**Payment Arrangements**").
- 3.4.2 The Service Provider shall ensure that Payment Arrangements with Customers for the Payment of a reduced amount against a Warrant are entered into only in accordance with TfL Bailiff Policy or, in the absence of TfL Bailiff Policy guidance, with prior written approval from TfL.
- 3.4.3 The Service Provider shall confirm all Payment Arrangements in writing to the Customer, including:
- a. any terms or conditions;
  - b. the period of the arrangement;
  - c. Payment options and channels; and
  - d. any consequences of failing to comply with the arrangement.
- 3.4.4 Where a Customer does not comply with a Payment Arrangement, the Service Provider shall, seven (7) days after the date of non-compliance, issue a letter to the Customer informing them that Enforcement Action will commence seven (7) days from the date the letter was issued.

### **3.5 Complaints**

- 3.5.1 The Service Provider shall effectively manage complaints in accordance with the procedure specified by TfL in the TfL Bailiff Policy.
- 3.5.2 The Service Provider shall provide to Customers upon request an information leaflet outlining the complaints process. The contents of the information leaflet shall be subject to prior written approval by TfL.
- 3.5.3 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.

### **3.6 TfL liaison**

- 3.6.1 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.

- 3.6.2 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 queries and issues, including:
- a. complaints;
  - b. TfL Bailiff Policy clarification, discussion and guidance;
  - c. requests for information from the Service Provider;
  - d. personnel issues; and
  - e. complex or sensitive issues.
- 3.6.3 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:
- a. full names;
  - b. telephone numbers;
  - c. fax numbers;
  - d. email addresses; and
  - e. postal addresses.
- 3.6.4 The Service Provider shall acknowledge in writing all correspondence and updates of the TfL Bailiff Policy from TfL within twenty-four (24) hours of receipt.
- 3.6.5 The Service Provider shall perform any actions resulting from the issue of updated TfL Bailiff Policy within the agreed timescales or otherwise within forty-eight (48) hours.
- 3.6.6 Where the Service Provider is unable to comply with requirement 3.6.5 for any reason, the Service Provider shall notify TfL immediately and no later than forty-eight (48) hours from the time the updated TfL Bailiff Policy was received.

## **4 FINANCE**

### **4.1 General finance requirements**

- 4.1.1 The Service Provider shall comply with clause 15 (Revenue Collection and Payment) and schedule 11 (Revenue Collection and Payment).

### **4.2 Enforcement Fees**

- 4.2.1 The Service Provider shall recover from the Customer only those Enforcement Fees permissible under Debt Recovery Law and this Agreement and deemed reasonable by TfL Bailiff Policy.
- 4.2.2 The Service Provider shall maintain a detailed record of all Enforcement Fees applied to a particular Warrant and Customer such

that each individual fee or disbursement charged to the Customer is readily identifiable.

- 4.2.3 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.
- 4.2.4 Where TfL determines, in its absolute discretion, that Enforcement Fees have been applied without cause or justification, the Service Provider shall cancel such Enforcement Fees or, where Payment has already been made, issue a refund to the Customer as directed by TfL.
- 4.2.5 The Service Provider shall only apply Enforcement Fees which have already been incurred by the Service Provider for Enforcement Action that has already taken place. For the avoidance of doubt, the Service Provider may not apply Enforcement Fees in respect of potential Enforcement Action.
- 4.2.6 The Service Provider shall not be entitled to claim Enforcement Fees incurred by a third party, such as another bailiff management or debt collection company.
- 4.2.7 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.
- 4.2.8 Where multiple Warrants are outstanding in respect of the same Customer, the Service Provider shall ensure that when Visiting that Customer it seeks to execute all such Warrants provided that Visits may at that time be undertaken in accordance with the Enforcement Action Procedure, and shall only apply the relevant Enforcement Fees for each Visit to one such Warrant and not every Warrant in respect of which execution is sought.

## **5 TECHNICAL**

### **5.1 General**

- 5.1.1 The Service Provider shall contact the CSP and TfL as soon as possible and no later than twenty-four (24) hours from becoming aware of a technical failure in the transmission of information to be transferred to or from the Core Service Provider in accordance with this Agreement.
- 5.1.2 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.

5.1.3 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 Working Hours unless otherwise agreed in writing with TfL.

## **5.2 Enforcement System**

5.2.1 The Service Provider shall operate and maintain a system which the Service Provider shall use to, at a minimum:

- a) receive and send data in accordance with Annex A (Interface Specification);
- b) record all Enforcement Action undertaken and all Payments (if any) received in relation to each Warrant provided to the Service Provider; and
- c) record all notifications, instructions, guidance, or Correspondence relating to each Warrant and Customer;
- d) provide GPS information regarding the specific location of Bailiffs on Visits; and
- e) locate specific vehicles using ANPR,

(the "**Enforcement System**").

5.2.2 The Service Provider shall provide TfL with remote access via a web portal to the Enforcement System for the purpose of viewing all data relating to the Services contained within the Enforcement System.

5.2.3 The Service Provider shall ensure that data accessed via the web portal provided under paragraph 5.2.2 is displayed in an easily read format.

## **5.3 Interfaces**

5.3.1 The Service Provider shall design and maintain an interface to the CSP as specified in Annex A (Interface Specification).

5.3.2 The Service Provider shall exchange data with the CSP in accordance with Annex A (Interface Specification).

5.3.3 The Service Provider shall provide all hardware, software and maintenance required to meet the interface requirements necessary for the provision of the Services.

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

## **5.4 Infrastructure Security**

5.4.1 The Service Provider shall comply with the provisions of schedule 6 (Security Policy) in respect of infrastructure security.

## **5.5 Global Positioning System (“GPS”)**

5.5.1 The Service Provider shall track the location of its Bailiffs using GPS technology that enables the precise tracking of the location of all Bailiffs undertaking Enforcement Action. For the avoidance of doubt, the map coordinates providing the location of a Bailiff is insufficient.

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

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

## **5.6 Mobile ANPR units**

5.6.1 The Service Provider shall use mobile ANPR technology to identify vehicles which are the subject of an outstanding Warrant.

5.6.2 The Service Provider shall act in accordance with paragraph 9 of the TfL Bailiff Policy.

5.6.3 The Service Provider shall ensure that all mobile ANPR units used in Enforcement Action are the property of the Service Provider and not an individual Bailiff.

5.6.4 The Service Provider shall undertake enquiries of the DVLA quarterly on all vehicles held on its ANPR database to ensure that it has accurate Registered Keeper information before clamping or Removing a vehicle.

5.6.5 If a Warrant is classified as Returned on the Service Provider’s Enforcement System, details of such Warrant shall be deleted from any ANPR systems.

5.6.6 The Service Provider shall delete details of any Warrant from any ANPR systems in the following scenarios:

- a. it is discovered that ownership of the vehicle has changed since the date of the penalty contravention giving rise to the Warrant being issued;
- b. if the vehicle is the property of a hire or lease company;
- c. if TfL requests that details of a Warrant be deleted;
- d. if the Warrant is being Returned to the CSP;

- e. if the Warrant has already been executed and Payment in Full received or Payment Arrangements have been made; or
- f. if a request has been received from TfL for the Warrant to be placed On-Hold.

## **5.7 Technology trials**

- 5.7.1 Upon request by TfL via the Change Control Request procedure, 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.

## **6 INFORMATION SHARING AND TARGETED ENFORCEMENT**

### **6.1 General**

- 6.1.1 The Service Provider shall provide to TfL on request information about specific individuals or groups that is contained within the Service Provider's Enforcement System or has been collected by any ANPR systems.
- 6.1.2 At the request of TfL, the Service Provider shall participate in intelligence-led enforcement activities targeting specific individuals or groups. The detailed scope, including with regards to any payment which may be made for such activities, will be agreed through the Change Control Request Procedure.
- 6.1.3 At the request 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 bailiff management company (each an "**Uncollectible Warrant**").
- 6.1.4 The Service Provider shall undertake Enforcement Action in respect of Uncollectible Warrants in accordance with additional instructions to be provided by TfL.
- 6.1.5 The Service Provider shall undertake Enforcement Action 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 previous Enforcement Action shall be retained or collected.

## **7 REPORTING AND MONITORING**

### **7.1 General**

7.1.1 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 Agreement.

7.1.2 The Service Provider shall comply with its reporting obligations set out in schedule 10 (Contract Management and Reporting).

## **8 ADDITIONAL SERVICES**

### **8.1 Scottish Debt**

8.1.1 At the request of TfL, the Service Provider shall recover debt registered in Scotland in accordance with the terms of this Agreement, any specific guidance provided in TfL Bailiff Policy, and Debt Recovery Law.

8.1.2 In the event that any of the provisions of this Agreement or any guidance provided by TfL are not in accordance with the Debt Recovery Law applicable in Scotland then the Service Provider shall notify TfL accordingly.

8.1.3 The Service Provider shall identify Warrants for which a transfer to the Scottish court system is required in order to register the debt, and at TfL's request transfer these accordingly.

8.1.4 The Service Provider shall submit, in advance, proposed fees to be charged to the Customer or TfL for the recovery of debt registered in Scotland. Where charges to TfL have been agreed, periodic invoices shall be submitted to TfL by the Service Provider. TfL shall determine the format and payment periods of invoices.

### **8.2 Traffic Enforcement Debts – Interface**

8.2.1 At the request of TfL, the Service Provider shall develop an interface to TfL's or an Other Service Provider's systems to be used for the purpose of the enforcement of Warrants relating to Traffic Enforcement Penalties. The specifications for such Interface shall be provided by TfL through the Change Control Request Procedure.



## **ANNEX A**

### **Interface Specification**

#### **1 Introduction**

This Appendix presents the specification and description of the CSP Interface.

The Service Provider shall comply with this Interface Specification and any subsequent versions of it issued by TfL (the issue of which shall not constitute a Change for the purposes of schedule 9 (Change Control Request Procedure)).

Section 2 details the general requirements for the Enforcement System.

Section 3 presents interface descriptions and the triggers for the sending and receiving data.

Section 4 provides the specification, which includes information on the type and data content of the messages to be transferred over the various interfaces identified.

Section 5 provides the xml schema for the three file types.

#### **2 General Requirements**

This sub-section details general requirements and principles that apply to the Enforcement System.

##### **2.1 File naming conventions**

Throughout this contract the Bailiff is referred to as the Service Provider. The file naming conventions for the Specification are as follows:-

Bailiff = Service Provider  
Council = CSP

##### **2.1 Transport Mechanism**

All communication from the Enforcement System to the CSP will take place in Extensible Markup Language (“XML”) formatted messages, encoded in Unicode Transformation Format-8 (“UTF-8”), over a secure File Transfer Protocol (“FTP”).

A secure FTP site shall be provided by the CSP for use by the Service Provider. The CSP shall post case files and messages to the FTP site for collection by the Service Provider. The Service Provider shall upload/download message files outlined in section 4 to and from a nominated sub directory within the FTP site. The Service Provider shall have securely controlled “Service Provider to CSP” and “CSP to Service Provider” directories to upload and download files respectively.

The Service Provider shall be responsible for ensuring that all uploaded predefined files meet the schemas defined in section 5. Files that do not pass validation against the provided schema will not be loaded into the CSP and will be returned to the Service Provider.

Interface file types	Purpose	Input	Direction	Frequency	Handshake required
CounciltoBailiff.xsd	A file to transfer messages and updates regarding case files to the Service Provider.	Details of the updates and messages relating to case files.	CSP to Service Provider	Each time an update or instruction is captured specific to a case file.	For the following specific instructions: <ul style="list-style-type: none"> <li>• stopenforcement</li> <li>• Continueenforcement:and</li> <li>• endenforcement.</li> </ul>
BailifftoCouncil.xsd	A file containing updates to case files that are captured by the Service Provider and transferred to the CSP.	Details of any Enforcement Action carried out by the Service Provider	Service Provider to CSP	Each time any Enforcement Action is recorded by the Service Provider to a specific case file.	No
Warrants.xsd	A file containing new or reallocated Warrants.	Warrant details	CSP to Service Provider	Daily	Yes
Remittance file	A file containing financial transaction information.	Details of the monies collected	Service Provider to CSP	Daily	No

## **2.1 The Enforcement System**

The Enforcement System shall receive files from the CSP. The content of the files posted to the FTP site by the CSP include Warrants, images, and update messages. Once a Warrant is received by the Service Provider a number of updates relating to that case file can be triggered. The Service Provider shall poll the FTP site at least once per Working Day.

## **2.2 CSP to Service Provider - Warrant Files**

Warrant files received by the Service Provider shall require a “handshake” message to be sent to CSP. This is to confirm successful receipt of individual files by the Service Provider. Cases transferred from another Service Provider (“Reallocated cases”) will be passed in a separate file formatted in the same way as new cases. Collectively these files are known as “warrant files”. A warrant file and (if applicable) a reallocated warrant file shall be written to the “CSP to Bailiff” directory for the Service Provider.

Warrant files shall be processed by the Service Provider within one hour of receipt from the CSP, during Working Hours.

## **2.3 CSP to Service Provider - Message Files**

A message file is created as a result of an action being taken in relation to a case, such as it being cancelled. The message file shall be written to the “CSP to Bailiff” directory for the Service Provider. These messages are:

- ContinueEnforcement
- EndEnforcement
- StopEnforcement
- AddressAddedToCase
- Paid to council
- Debtor contacted council
- Other note made on case

The Service Provider shall ensure that the following three messages that require a handshake are processed within one Working Hour of receipt from the CSP:

- ContinueEnforcement
- EndEnforcement
- StopEnforcement

The Service Provider shall ensure that the following four messages shall be processed within one Working Day of receipt from the CSP:

- AddressAddedToCase
- Paid to council

- Debtor contacted council
- Other note made on case

A detailed description of what each message means and the data that will be provided in each message is in section 3. There can be a mixture of message types within any one file.

If the CSP Interface becomes unavailable then information relating to warrant files allocated to the Service Provider and messages and updates regarding such warrant files will be delivered to the Service Provider by courier from the CSP in CD format until further notice and any urgent updates to the information held by the Service Provider in relation to warrant files shall be made by the CSP via email.

## **2.4 Service Provider to CSP Messages**

The Service Provider shall send the following several different type of messages relating to case files. These messages are:

- Paid in full
- Charge Back
- No trace
- Part paid no more expected
- Part paid more expected
- No money no assets
- No money owns property
- Arrangement in place
- Bailiff fees detail
- Bailiff activity ceased
- Bailiff activity
- Returned per request
- Unenforceable
- Gone away
- Late SD filed
- Vehicle lifted / Goods seized
- Vehicle / goods scheduled for auction
- Returned PCN cancelled by council
- Returned PCN paid to council
- Letter sent
- Escalate
- Visit
- File Received

There can be a mixture of message types within a file. A detailed description of what each message means and the data that will be required for each message is in section 3.

These messages (outgoing and incoming) can be categorised into the following groups.

### **2.5 CSP to Service Providers message**

Group	Name	Description	Action
Update Messages	New Keeper Details	New address	When an address is added to a case
	Paid to Council	When a Payment is made on the case from a source other than the Service Provider.. If this closed the case an “End Enforcement” instruction shall be sent.	A Payment on a case from a source other than the Service Provider
	Debtor Contacted Council	Sends over any additions	Any addition
	Other Note Made on Case	Sends over any additions to the notes	Any addition
	Instructions	Stop Enforcement	An instruction to stop (pause) Enforcement Action on a particular Warrant.

Group	Name	Description	Action
	Continue Enforcement	An instruction to resume Enforcement Action after a “Stop Enforcement” message has been sent.	When a Warrant is taken “Off Hold”  Requires Handshake  Shall be processed within one Working Hour of receipt
	End Enforcement	An instruction to end Enforcement Action completely on a case.	When a Warrant is Closed. Requires Handshake  Shall be processed within one Working Hour of receipt

## 2.6 CSP to Service Provider ‘Warrant file’

Group	Name	Description	Action
Warrant File	Warrant File	A case file containing details of a Warrant.	Requires Handshake ‘Case Received’  The Service Provider shall process within one Working Hour of receipt from the CSP.

## 2.7 Service Provider to CSP messages

Group	Name	Description	Action
Handshake Messages			
	Case Received	Confirmation of receipt of a case.	Requires Handshake
	Stop Message Received	Confirmation of receipt of a “Stop Enforcement” message	Requires Handshake
	Continue Message Received	Confirmation of receipt of a “Continue	Requires Handshake

Group	Name	Description	Action
		Enforcement” message	
	End Message Received	Confirmation of receipt of an “End Enforcement” message	Requires Handshake
	File Received Message	Confirmation of receipt of a file. This confirms that a file (either an individual or one containing a batch of items) has been received. This is separate to the other handshake messages	Requires Handshake
Update Messages			
	New Keeper Details	A new address to be added to the case. Includes type of address (Statutory, Driver, Owner, Registered Keeper, other)	
	Escalation	Escalation is required.	
	General Note	A general note to be added to a case	
	Vehicle Lifted / Goods Seized	Notification of actions	
	Vehicle / goods scheduled for auction	Notification of actions	
	Letter sent	Notification of actions	
	Visit	Notification of actions	
	Bailiff Fees	Notification of Enforcement Fees levied by the Service Provider	
Financial Messages			
	Paid in full	The amount of the	



Group	Name	Description	Action
		full and/or final Payment for a case. Remittance reference included	
	Part paid more expected	The amount of a Payment made for a case. Remittance reference included	
	Part paid no more expected	The amount of the final Payment for a case where the Service Provider believes no more can be recovered	
Return Messages			
	No Trace	Where the Service Provider can find no trace of the Customer	
	No money no assets	Where the Customer has no recoverable assets	
	No money owns property	Where the Customer has no recoverable assets but owns property against which can be lodged a property charge	
	Unenforceable	Where execution of the Warrant is impossible for any reason not covered in the other message codes	
	Gone away	Where the Customer has left the last known address and is unobtainable	
	Late SD filed	Where an Out of Time Statutory Declaration has been filed	
Escalation Messages			
	Escalation	Where the Service Provider requires	

Schedule 2 – Statement of Requirements

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Group	Name	Description	Action
		direction	

### 3.0 Interface Descriptions

#### 3.1 Bailiff to CSP Message description

Message	Elements						
	Pcnno	Messagecode	Message time	Message text	Message value	Remittance advice ref	Notes
Paid in full	Required. The PCN to which the Payment pertains	1000	The time and date of the Payment	Optional	Required. The value of the Payment.	Required	Should be used only for the final Payment.
Charge Back	Required. The PCN to which the Payment pertains	1050	The time and date of the chargeback/bounced cheque	Optional	The amount of the chargeback/bounced cheque	None	
No trace	Required. The PCN to which the Payment pertains	2000	The time and date of the message	Optional	None	None	
Part paid no more expected	Required. The PCN to which the Payment pertains	1100	The time and date of the Payment	Required	Required. The value of the Payment.	Required	Should only be used for the final Payment
Part paid more expected	Required. The PCN to which the Payment pertains	1200	The time and date of the Payment	Required	Required. The value of the Payment.	Required	Should only be used if further Payments are expected
No money no assets	Required. The PCN to which the Payment	1300	The time and date of the	Optional	None	None	

Message		Elements					
No money owns property	pertains Required. The PCN to which the Payment pertains	1400	message The time and date of the message	Required Suggest any property charge reference is used	None	None	
Arrangement in place	Required. The PCN to which the Payment pertains	3000	The time and date of the message	Optional	None	None	
Bailiff fees detail	Required. The PCN to which the Payment pertains	3300	The time and date of the Enforcement Fees	Required should be a description of the nature of the Enforcement Fees	The value of the Enforcement Fees	None	
Bailiff activity ceased	Required. The PCN to which the Payment pertains	3400	The time and date the Enforcement Action ceased	Optional	None	None	Should be used in reply to any message to cease activity
Bailiff activity	Required. The PCN to which the Payment pertains	3500	The time and date of Enforcement Action	Required Should be the nature of the Enforcement Action	None	None	Examples include: Case received 1st letter issued 2nd letter issued 1st Visit stage 2nd Visit stage 3rd Visit stage

Message		Elements					
Returned per request	Required. The PCN to which the Payment pertains	4000	The time and date of the message	Optional	None	None	Final letter stage Should be used in response to the Council to Bailiff message “EndEnforcement” or any other request to return a Warrant
Unenforceable	Required. The PCN to which the Payment pertains	5000	The time and date of the message	Required Should detail the reasons why the Warrant is unenforceable	None	None	Example reasons include: Unable to locate property Invalid address Out of jurisdiction Insufficient Goods Warrant expired Deceased Bankrupt / liquidation/ ceased trading In prison Sensitive case - tour of duty Sensitive case - elderly / medical / pregnant/ compassionate / other
Gone away	Required. The PCN to which the Payment pertains	5100	The time and date of the message	Optional	None	None	
Late SD filed	Required. The PCN to which the Payment pertains	6000	The time and date of the message	Optional	None	None	

Message	Elements					
Vehicle lifted / Goods seized	Required. The PCN to which the Payment pertains	3100	The time and date of the message	Optional	None	None
Vehicle / goods scheduled for auction	Required. The PCN to which the Payment pertains	3200	The time and date of the message	Optional	None	None
Returned PCN cancelled by council	Required. The PCN to which the Payment pertains	4100	The time and date of the message	Optional	None	None
Returned PCN paid to council	Required. The PCN to which the Payment pertains	4200	The time and date of the message	Optional	None	None
Letter sent	Required. The PCN to which the Payment pertains	7000	The time and date of the message	Optional	None	None
Escalate	Required. The PCN to which the Payment pertains	9000	The time and date of the message	Required. Should be the reason for Escalation	None	None
Visit	Required. The PCN to which the Payment pertains	7100	The time and date of the message	Optional	None	None
File	None	9999	The time and	Required.	None	None

Message	Elements
Received	date the Warrant or Council to Bailiff file was received Should be the batch number of the file being confirmed as received

**3.2 CSP to Bailiff Interface Description**

Message	Elements						
	Pcnno	Messagecode	Messagetext	Messagevalue	Reason	Subreason	Notes
Paid to Council	The PCN to which the Payment pertains	10000	None	The amount of the Payment	None	None	Used when a Payment is taken by CSP
Debtor Contacted Council	The PCN to which the contact pertains	11000	A summary of the contact	None	None	None	Used when CSP records contact with the Customer
Other note made on case	The PCN to which the note pertains	12000	The note.	None	None	None	Used when a note is added to a case. Will be used to pass back information after an

Message	Elements						
	Pcnno	Messagecode	Message text	Message value	Reason	Subreason	Notes
							Escalation
Continue Enforcement	The PCN to which the message pertains	14000	None	None	None	None	Used to instruct the Service Provider to resume Enforcement Action on a case where Enforcement Action had been suspended
End Enforcement	The PCN to which the message pertains	14100	Optional. May be populated with a note as to why Enforcement Action has ended	None	Optional. Where the PCN has been cancelled the cancellation group will populate here	Optional. Where the PCN has been cancelled the cancellation code will populate here	Used to instruct the Service Provider to end all Enforcement Action on a case and return the Warrant. Should result in the Service Provider



Message	Elements							
	Pcnno	Messagecode	Message text	Message value	Reason	Subreason	Notes	
							sending a 4100 message to CSP	
Stop Enforcement	The PCN to which the message pertains	14200	Optional. May be populated with a note as to why Enforcement Action has ended	None	Optional. Where the PCN has been placed On Hold the hold group will populate here	Optional. Where the PCN has been placed On Hold the hold reason will populate here	Used to instruct the Service Provider to temporarily stop enforcement of a Warrant	
			Appellant....					
			Title	Forename	Surname	Organisation	House	Address1
New Address added to case	The PCN to which the message pertains	13000	Mr, Mrs, Dr, Etc.	The forename	The surname	The organisation id applicable	The house name or number	The first line of the address. Required
			Address2	Address3	Address4	Postcode	Country	
			The 2 <sup>nd</sup> line of the address	The 3 <sup>rd</sup> of the address	The 4 <sup>th</sup> line of the address	The postcode	The country	
		Notes	Should a new address be added to a case whilst it is being enforced by a Service Provider the address will be passed to the Service Provider.					

## 4.0 Interface Specification

### 4.1 Warrants

Warrants, both new and re-allocated, are passed to the Service Provider in a batch file. This file follows the validation in the schema file Warrants.xsd (see section 5.1). The elements within this will be populated as follows:

Element	Description	Values
Partnerto/PartnerID	The name of the Service Provider	<i>The Service Provider name</i>
Partnerfrom/PartnerID	The name of the CSP	<i>The CSP name</i>
Batchno	The batch number	<i>Integer, system generated</i>
Pcnno	The PCN reference	
Pcnissuedate	The date of issue of the PCN	
warrantref	None	<i>None</i>
Warrantdate	The date the Warrant was issued	
TECDebtRegistrationDate	The date TEC registered the debt	
TECWarrantAuthorisationDate	The date TEC authorised the Warrant	
VRM	The Vehicle Registration Mark	
Streetname	The street the contravention occurred in	
Zonename	The restricted area the contravention occurred in	
Contraventioncode	The contravention code number	
Contraventiondescription	The text of the contravention	
Debtor	The name and address details of the case. Only sends the statutory address details	
Currentbalance	The outstanding penalty charge	
Officerdetails	The designation of the operator who issued the PCN	
Notes	Any notes on the	

<b>Element</b>	<b>Description</b>	<b>Values</b>
	case	
Trailer	Holds the amount of cases within the XML file/batch	

A diagram of the schema follows overleaf:

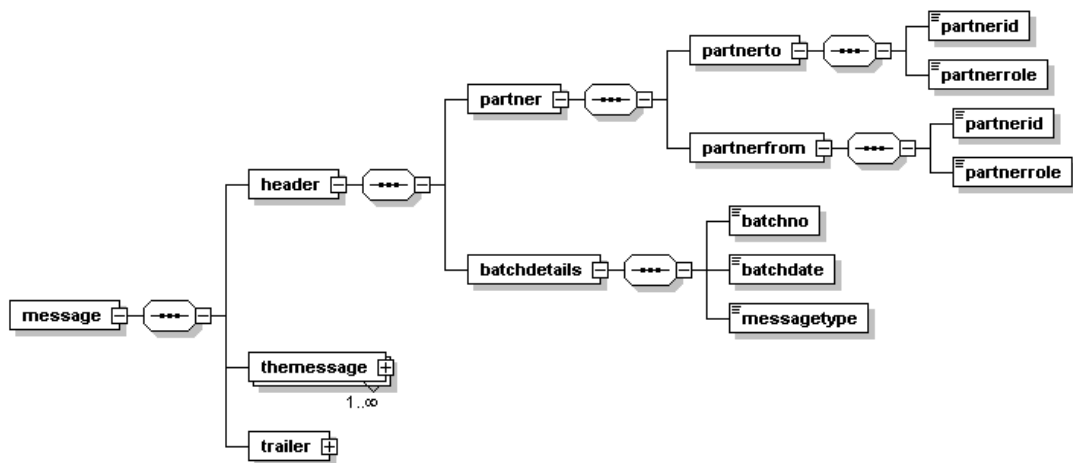


## 4.2 Bailiff to Council Message File

The Bailiff to Council XML file consists of three main sections:

- Header
- Messages
- Trailer.

### 4.2.1 The Header



Generated by XMLSpy

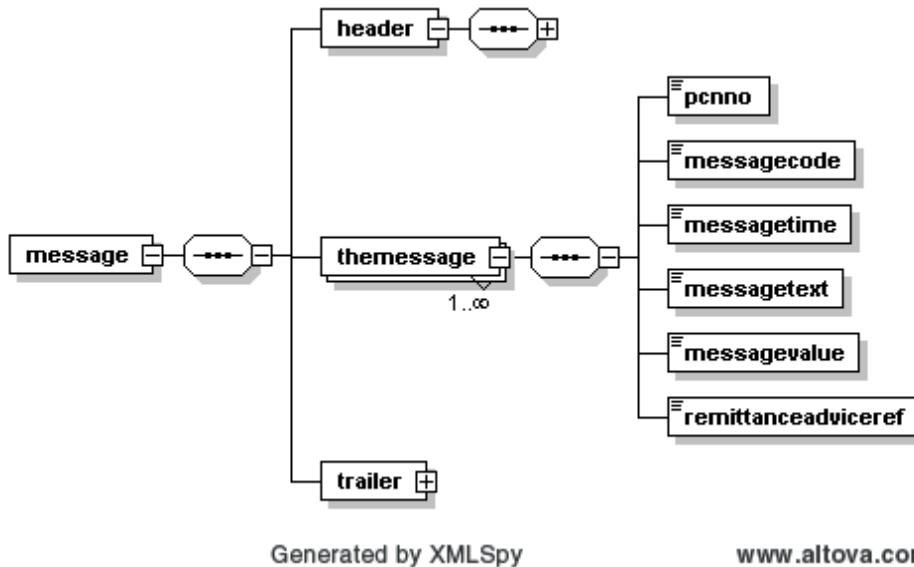
www.altova.com

The header contains details of who is generating the file and for whom the file is being generated, an identifier, a date of generation and an indicator of the type of message file. The Elements should be populated as follows:

Element Name	Description	Example data
Partnerto/Partnerid	The indented destination of the file.	Transport for London
Partnerto/Partnerrole	This will always be "CREDITOR"	CREDITOR
Partnerfrom/Partnerid	This a unique id supplied to the Service Provider	123456
Partnerfrom/partnertole	This will always be "BAILIFF"	BAILIFF
Batchdetails/batchno	A unique reference for this file. Partnerfrom/Partnerid in combination with this should be unique across all BailiffToCouncil files	12345
Batchdetails/batchdate	The date the file was produced	15/12/08 12:52:00

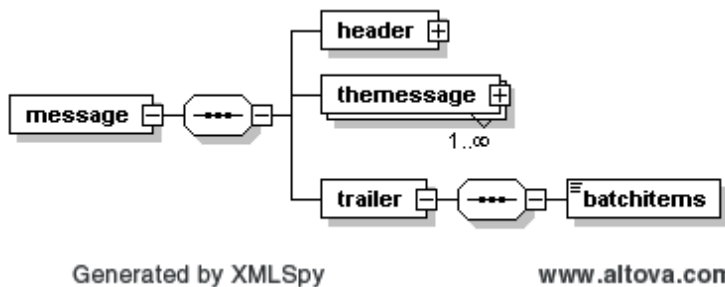
Element Name	Description	Example data
Batchdetails/messagetype	This will always be "UPDATE"	UPDATE

#### 4.2.2 Messages



The message section is contains the individual messages that the Service Provider wishes to pass to the CSP. The elements are populated according to the message being sent.

#### 4.2.3 The Trailer



The footer is used to provide a summary of the contents of the file. Batchitems is a count of the messages within the file.

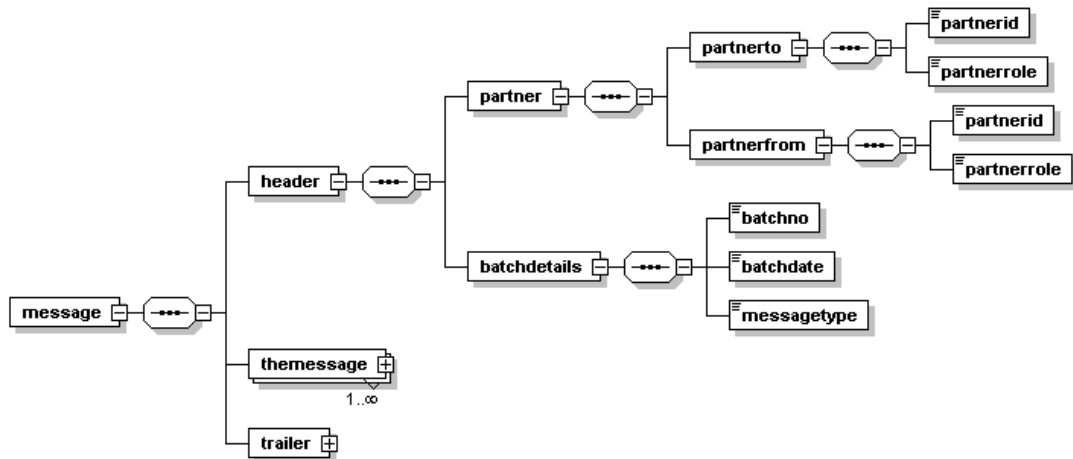
### 4.3 Council to Bailiff Message File

The Council to Bailiff XML file consists of three main sections:

- Header
- Messages

- Trailer.

### 4.3.1 The Header



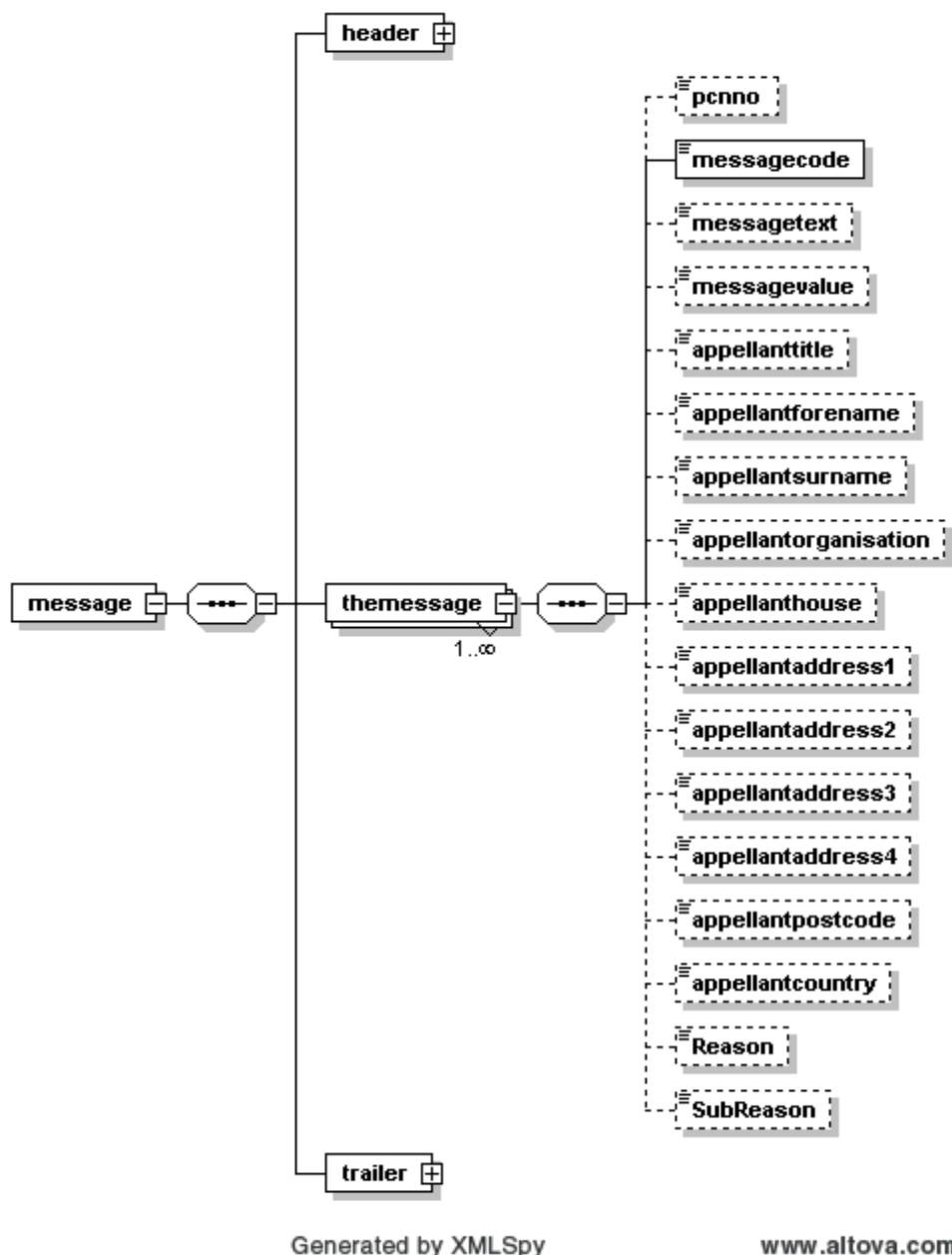
Generated by XMLSpy

www.altova.com

The header contains details of who is generating the file and for whom the file is being generated, an identifier, a date of generation and an indicator of the type of message file. The Elements should be populated as follows:

Element Name	Description	Example data
Partnerto/Partnerid	This is a unique id supplied to the Service Provider	123456
Partnerto/Partnerrole	This will always be "BAILIFF"	BAILIFF
Partnerfrom/Partnerid	The origin of the file.	Transport for London
Partnerfrom/partnertole	This will always be "CREDITOR"	CREDITOR
Batchdetails/batchno	A unique reference for this file. Partnerto/Partnerid in combination with this should be unique across all CouncilToBailiff files	12345
Batchdetails/batchdate	The date the file was produced	15/12/08 12:52:00
Batchdetails/messagetype	This will always be "UPDATE"	UPDATE

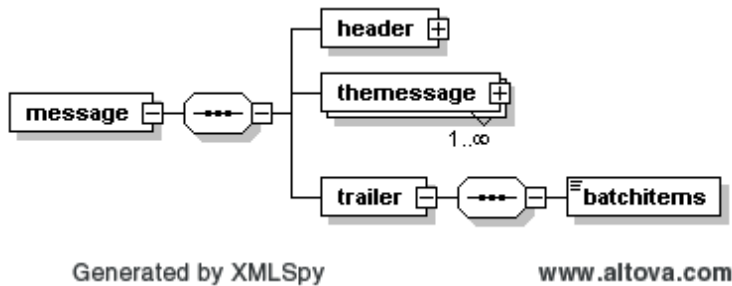
### 4.3.2 Messages



The message section contains the individual messages that the CSP wishes to pass to the Service Provider. The elements are populated according to the message being sent.



### 4.3.3 The Trailer



The footer is used to provide a summary of the contents of the file. Batchitems is a count of the messages within the file.

## 5.0 Warrants.xsd

```
<?xml version="1.0" encoding="UTF-8"?>
<!-- edited with XMLSpy v2008 rel. 2 sp2 (http://www.altova.com) by rh (Mouchel Traffic Support) -->
<!-- edited with XMLSPY v5 rel. 3 U (http://www.xmlspy.com) by Robert Johnson (Traffic Support Ltd) -->
<!--W3C Schema generated by XMLSPY v5 rel. 3 U (http://www.xmlspy.com)-->
<xs:schema xmlns:xs="http://www.w3.org/2001/XMLSchema" elementFormDefault="qualified">
  <xs:element name="warrants">
    <xs:complexType>
      <xs:sequence>
        <xs:element name="header">
          <xs:complexType>
            <xs:sequence>
              <xs:element name="partner">
                <xs:complexType>
                  <xs:sequence>
                    <xs:element
name="partnerto">
          <xs:complexType>
            <xs:sequence>
              <xs:element name="partnerid" nillable="false">
                <xs:simpleType>
                  <xs:restriction base="xs:string">
                    <xs:minLength value="1"/>
                  </xs:restriction>
                </xs:simpleType>
              </xs:element>
              <xs:element name="partnerrole" fixed="BAILIFF" nillable="false">
                <xs:simpleType>
                  <xs:restriction base="xs:string">
                    <xs:minLength value="1"/>
                  </xs:restriction>
                </xs:simpleType>
              </xs:element>
            </xs:sequence>
          </xs:complexType>
        </xs:element>
      </xs:sequence>
    </xs:complexType>
  </xs:element>
</xs:schema>
```



```

name="messagetype" type="xs:string" fixed="WARRANTS"/>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
<xs:element name="warrant" maxOccurs="unbounded">
  <xs:complexType>
    <xs:sequence>
      <xs:element name="pcnno">
        <xs:simpleType>
          <xs:restriction
            base="xs:string">
            </xs:restriction>
            <xs:length
              value="10"/>
            </xs:restriction>
          </xs:simpleType>
        </xs:element>
        <xs:element name="pcnissuedate"
          type="xs:dateTime" nillable="false"/>
        <xs:element name="warrantref"
          type="xs:string"/>
        <xs:element name="warrantdate"
          type="xs:date"/>
        <xs:element
          name="TECDebtRegistrtrionDate" type="xs:dateTime"/>
        <xs:element
          name="TECWarrantAuthorisationDate" type="xs:dateTime"/>
        <xs:element name="vrm" nillable="false">
          <xs:simpleType>
            <xs:restriction
              base="xs:string">
              <xs:minLength
                value="1"/>
            </xs:restriction>
          </xs:simpleType>
        </xs:element>
        <xs:element name="vehiclemake"
          type="xs:string" nillable="false"/>
        <xs:element name="vehiclemodel"
          nillable="false">
          <xs:simpleType>
            <xs:restriction
              base="xs:string">
              <xs:minLength
                value="1"/>
            </xs:restriction>
          </xs:simpleType>
        </xs:element>
        <xs:element name="vehiclecolour"
          nillable="false">
          <xs:simpleType>
            <xs:restriction
              base="xs:string">
              <xs:minLength
                value="1"/>
            </xs:restriction>
          </xs:simpleType>
        </xs:element>
        <xs:element name="vehicletype">
          <xs:simpleType>
            <xs:restriction
              base="xs:string">
              <xs:minLength
                value="1"/>
            </xs:restriction>
          </xs:simpleType>
        </xs:element>
        <xs:element name="streetname"
          nillable="false">
          <xs:simpleType>
            <xs:restriction
              base="xs:string">
              <xs:minLength
                value="1"/>
            </xs:restriction>
          </xs:simpleType>
        </xs:element>
      </xs:sequence>
    </xs:complexType>
  </xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>

```

```

base="xs:string">
value="1"/>
nillable="false">
base="xs:string">
value="1"/>
base="xs:string">
value="1"/>
value="10"/>
nillable="false">
base="xs:string">
value="1"/>
name="name">
  <xs:complexType>
  <xs:sequence>
    <xs:element name="title" type="xs:string"/>
    <xs:element name="forename" type="xs:string"/>
    <xs:element name="surname" type="xs:string"/>
  </xs:sequence>
</xs:complexType>
name="address">
  <xs:complexType>
  <xs:sequence>
    <xs:element name="organisation" type="xs:string"/>
    <xs:element name="house" type="xs:string"/>
    <xs:element name="address1" type="xs:string"/>
    <xs:element name="address2" type="xs:string"/>
    <xs:element name="address3" type="xs:string"/>

```

```

<xs:restriction
  <xs:minLength
</xs:restriction>
</xs:simpleType>
</xs:element>
<xs:element name="zonename"
  <xs:simpleType>
  <xs:restriction
    <xs:minLength
</xs:restriction>
</xs:simpleType>
</xs:element>
<xs:element name="contraventioncode">
  <xs:simpleType>
  <xs:restriction
    <xs:minLength
    <xs:maxLength
</xs:restriction>
</xs:simpleType>
</xs:element>
<xs:element name="contraventiondescription"
  <xs:simpleType>
  <xs:restriction
    <xs:minLength
</xs:restriction>
</xs:simpleType>
</xs:element>
<xs:element name="debtor">
  <xs:complexType>
  <xs:sequence>
    <xs:element

```

```

        <xs:element name="address4" type="xs:string"/>
        <xs:element name="postcode" type="xs:string"/>
        <xs:element name="Country" type="xs:string" nillable="true"/>
        <xs:element name="Source" type="xs:string" nillable="true"/>
    </xs:sequence>
</xs:complexType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
<xs:element name="currentbalance"
nillable="false">
    <xs:simpleType>
        <xs:restriction
base="xs:decimal">
            <xs:minInclusive value=".01"/>
            <xs:fractionDigits value="2"/>
            <xs:whiCSPace value="collapse"/>
        </xs:restriction>
    </xs:simpleType>
</xs:element>
<xs:element name="officerdetails"
minOccurs="0">
    <xs:complexType>
        <xs:sequence>
            <xs:element
name="shouldernumber">
                <xs:simpleType>
                    <xs:restriction base="xs:string">
                        <xs:minLength value="1"/>
                        <xs:maxLength value="12"/>
                        <xs:whiCSPace value="preserve"/>
                    </xs:restriction>
                </xs:simpleType>
            </xs:element>
            <xs:element
name="title" minOccurs="0">
                <xs:simpleType>
                    <xs:restriction base="xs:string">
                        <xs:minLength value="1"/>
                        <xs:maxLength value="15"/>
                        <xs:whiCSPace value="preserve"/>
                    </xs:restriction>
                </xs:simpleType>
            </xs:element>
            <xs:element
name="forename" minOccurs="0">
                <xs:simpleType>
                    <xs:restriction base="xs:string">

```

```

        <xs:minLength value="1"/>
        <xs:maxLength value="64"/>
        <xs:whitespace value="preserve"/>
    </xs:restriction>
</xs:simpleType>
</xs:element>
name="initials" type="xs:string" minOccurs="0"/>
name="surname" minOccurs="0">
    <xs:simpleType>
        <xs:restriction base="xs:string">
            <xs:minLength value="1"/>
            <xs:maxLength value="64"/>
            <xs:whitespace value="preserve"/>
        </xs:restriction>
    </xs:simpleType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
<xs:element name="notes" minOccurs="0">
    <xs:complexType>
        <xs:sequence>
            <xs:element
name="note" maxOccurs="unbounded">
    <xs:complexType>
        <xs:sequence>
            <xs:element name="timestamp" type="xs:dateTime"/>
            <xs:element name="notetext"/>
            <xs:element name="recordedby" minOccurs="0"/>
            <xs:element name="notetype">
                <xs:simpleType>
                    <xs:restriction base="xs:string">
                        <xs:enumeration value="note"/>
                        <xs:enumeration value="letter"/>
                        <xs:enumeration value="visit"/>
                        <xs:enumeration value="phone"/>
                        <xs:enumeration value="fax"/>
                        <xs:enumeration value="email"/>
                    </xs:restriction>
                </xs:simpleType>
            </xs:element>
        </xs:sequence>
    </xs:complexType>
</xs:element>
</xs:sequence>

```

```

</xs:complexType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
<xs:element name="trailer">
  <xs:complexType>
    <xs:sequence>
      <xs:element name="batchitems">
        <xs:simpleType>
          <xs:restriction
            base="xs:long">
              <xs:minInclusive value="0"/>
            </xs:restriction>
          </xs:simpleType>
        </xs:element>
      </xs:sequence>
    </xs:complexType>
  </xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
</xs:schema>

```

## 5.1 CouncilToBailiff.xmd

```

<?xml version="1.0" encoding="UTF-8"?>
<!-- edited with XMLSpy v2008 rel. 2 sp2 (http://www.altova.com) by rh (Mouchel Traffic Support) -->
<!-- edited with XMLSPY v5 rel. 3 U (http://www.xmlspy.com) by Robert Johnson (Traffic Support Ltd) -->
<!--W3C Schema generated by XMLSPY v5 rel. 3 U (http://www.xmlspy.com)-->
<xs:schema xmlns:xs="http://www.w3.org/2001/XMLSchema" elementFormDefault="qualified">
  <xs:element name="message">
    <xs:complexType>
      <xs:sequence>
        <xs:element name="header">
          <xs:complexType>
            <xs:sequence>
              <xs:element name="partner">
                <xs:complexType>
                  <xs:sequence>
                    <xs:element
name="partnerto">
          <xs:complexType>
            <xs:sequence>
              <xs:element name="partnerid" nillable="false">
                <xs:simpleType>
                  <xs:restriction base="xs:string">
                    <xs:minLength value="1"/>
                  </xs:restriction>
                </xs:simpleType>
              </xs:element>
              <xs:element name="partnerrole" fixed="BAILIFF" nillable="false">
                <xs:simpleType>
                  <xs:restriction base="xs:string">
                    <xs:minLength value="1"/>
                  </xs:restriction>
                </xs:simpleType>
              </xs:element>
            </xs:sequence>
          </xs:complexType>
        </xs:element>
      </xs:sequence>
    </xs:complexType>
  </xs:element>
  </xs:element>
name="partnerfrom">
  <xs:complexType>
    <xs:sequence>
      <xs:element name="partnerid" nillable="false">
        <xs:simpleType>
          <xs:restriction base="xs:string">
            <xs:minLength value="1"/>
          </xs:restriction>
        </xs:simpleType>
      </xs:element>
    </xs:sequence>
  </xs:complexType>
</xs:element>
</xs:element>

```



```

        </xs:restriction>
    </xs:simpleType>
</xs:element>
<xs:element name="partnerrole" fixed="CREDITOR" nillable="false">
    <xs:simpleType>
        <xs:restriction base="xs:string">
            <xs:minLength value="1"/>
        </xs:restriction>
    </xs:simpleType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
<xs:element name="batchdetails">
    <xs:complexType>
        <xs:sequence>
            <xs:element
name="batchno" nillable="false">
    <xs:simpleType>
        <xs:restriction base="xs:long">
            <xs:fractionDigits value="0"/>
            <xs:minInclusive value="1"/>
            <xs:totalDigits value="10"/>
        </xs:restriction>
    </xs:simpleType>
</xs:element>
<xs:element
name="batchdate" type="xs:dateTime" nillable="false"/>
<xs:element
name="messagetype">
    <xs:simpleType>
        <xs:restriction base="xs:string">
            <xs:enumeration value="10000"/>
            <xs:enumeration value="11000"/>
            <xs:enumeration value="12000"/>
            <xs:enumeration value="13000"/>
        </xs:restriction>
    </xs:simpleType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
</xs:sequence>
</xs:complexType>

```

```

</xs:element>
<xs:element name="themessage" maxOccurs="unbounded">
  <xs:complexType>
    <xs:sequence>
      <xs:element name="pcnno" minOccurs="0">
        <xs:simpleType>
          <xs:restriction
base="xs:string">
            <xs:length
value="10"/>
          </xs:restriction>
        </xs:simpleType>
      </xs:element>
      <xs:element name="messagecode">
        <xs:simpleType>
          <xs:restriction
nillable="false">
            <xs:enumeration value="10000"/>
            <xs:enumeration value="11000"/>
            <xs:enumeration value="12000"/>
            <xs:enumeration value="13000"/>
            <xs:enumeration value="14000"/>
            <xs:enumeration value="14100"/>
            <xs:enumeration value="14200"/>
          </xs:restriction>
        </xs:simpleType>
      </xs:element>
      <xs:element name="messagetext">
        <xs:simpleType>
          <xs:restriction
minOccurs="0">
            <xs:minLength
base="xs:string">
              <xs:whiCSPace value="preserve"/>
            </xs:restriction>
          </xs:simpleType>
        </xs:element>
        <xs:element name="messagevalue">
          <xs:simpleType>
            <xs:restriction
minOccurs="0">
              <xs:minInclusive value="0"/>
              <xs:totalDigits
base="xs:decimal">
                <xs:fractionDigits value="2"/>
              </xs:restriction>
            </xs:simpleType>
          </xs:element>
          <xs:element name="appellanttitle"
type="xs:string" minOccurs="0"/>
          <xs:element name="appellantforename"
type="xs:string" minOccurs="0"/>
          <xs:element name="appellantsurname"
type="xs:string" minOccurs="0"/>
          <xs:element name="appellantorganisation"
type="xs:string" minOccurs="0"/>
          <xs:element name="appellanthouse"
type="xs:string" minOccurs="0"/>
          <xs:element name="appellantaddress1"
type="xs:string" minOccurs="0"/>

```

```

type="xs:string" minOccurs="0"/>
type="xs:string" minOccurs="0"/>
type="xs:string" minOccurs="0"/>
type="xs:string" minOccurs="0"/>
minOccurs="0">
base="xs:string">
value="1"/>
base="xs:string">
value="1"/>
value="25"/>
nillable="true" minOccurs="0">
base="xs:string">
value="0"/>
value="25"/>
base="xs:long">
<xs:minInclusive value="0"/>
<xs:restriction
  <xs:minLength
  </xs:restriction>
</xs:simpleType>
</xs:element>
<xs:element name="Reason" minOccurs="0">
  <xs:simpleType>
    <xs:restriction
      <xs:minLength
      <xs:maxLength
      </xs:restriction>
    </xs:simpleType>
  </xs:element>
  <xs:element name="SubReason"
    <xs:simpleType>
      <xs:restriction
        <xs:minLength
        <xs:maxLength
        </xs:restriction>
      </xs:simpleType>
    </xs:element>
  </xs:sequence>
</xs:complexType>
</xs:element>
<xs:element name="trailer">
  <xs:complexType>
    <xs:sequence>
      <xs:element name="batchitems">
        <xs:simpleType>
          <xs:restriction
            </xs:restriction>
          </xs:simpleType>
        </xs:element>
      </xs:sequence>
    </xs:complexType>
  </xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
</xs:schema>
<xs:element name="appellantaddress2"
<xs:element name="appellantaddress3"
<xs:element name="appellantaddress4"
<xs:element name="appellantpostcode"
<xs:element name="appellantcountry"
  <xs:simpleType>
    <xs:restriction
      <xs:minLength
    </xs:restriction>
  </xs:simpleType>
</xs:element>
<xs:element name="Reason" minOccurs="0">
  <xs:simpleType>
    <xs:restriction
      <xs:minLength
      <xs:maxLength
      </xs:restriction>
    </xs:simpleType>
  </xs:element>
  <xs:element name="SubReason"
    <xs:simpleType>
      <xs:restriction
        <xs:minLength
        <xs:maxLength
        </xs:restriction>
      </xs:simpleType>
    </xs:element>
  </xs:sequence>
</xs:complexType>
</xs:element>
<xs:element name="trailer">
  <xs:complexType>
    <xs:sequence>
      <xs:element name="batchitems">
        <xs:simpleType>
          <xs:restriction
            </xs:restriction>
          </xs:simpleType>
        </xs:element>
      </xs:sequence>
    </xs:complexType>
  </xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
</xs:schema>

```

### 5.3 BailiffToCouncil.xmd

```

<?xml version="1.0" encoding="UTF-8"?>
<!-- edited with XMLSpy v2008 rel. 2 sp2 (http://www.altova.com) by rh (Mouchel Traffic Support) -->
<!-- edited with XMLSPY v5 rel. 3 U (http://www.xmlspy.com) by Robert Johnson (Traffic Support Ltd) -->
<!--W3C Schema generated by XMLSPY v5 rel. 3 U (http://www.xmlspy.com)-->
<xs:schema xmlns:xs="http://www.w3.org/2001/XMLSchema" elementFormDefault="qualified">
  <xs:element name="message">
    <xs:complexType>
      <xs:sequence>
        <xs:element name="header">
          <xs:complexType>
            <xs:sequence>
              <xs:element name="partner">
                <xs:complexType>
                  <xs:sequence>
                    <xs:element
name="partnerto">
          <xs:complexType>
            <xs:sequence>
              <xs:element name="partnerid" nillable="false">
                <xs:simpleType>
                  <xs:restriction base="xs:string">
                    <xs:minLength value="1"/>
                  </xs:restriction>
                </xs:simpleType>
              </xs:element>
              <xs:element name="partnerrole" fixed="CREDITOR" nillable="false">
                <xs:simpleType>
                  <xs:restriction base="xs:string">
                    <xs:minLength value="1"/>
                  </xs:restriction>
                </xs:simpleType>
              </xs:element>
            </xs:sequence>
          </xs:complexType>
        </xs:element>
      </xs:sequence>
    </xs:complexType>
  </xs:element>
</xs:schema>

```

```

        <xs:restriction base="xs:string">
            <xs:minLength value="1"/>
        </xs:restriction>
    </xs:simpleType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
<xs:element name="batchdetails">
    <xs:complexType>
        <xs:sequence>
            <xs:element
name="batchno" nillable="false">
    <xs:simpleType>
        <xs:restriction base="xs:long">
            <xs:fractionDigits value="0"/>
            <xs:minInclusive value="1"/>
            <xs:totalDigits value="10"/>
        </xs:restriction>
    </xs:simpleType>
</xs:element>
</xs:element>
name="batchdate" type="xs:dateTime" nillable="false"/>
</xs:element>
name="messagetype" fixed="PROGRESS">
    <xs:simpleType>
        <xs:restriction base="xs:string"/>
    </xs:simpleType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
</xs:sequence>
</xs:complexType>
</xs:element>
<xs:element name="thessage" maxOccurs="unbounded">
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## **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 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**

- (A) The Service Provider shall achieve each Milestone by the relevant Milestone Date as specified in Table 1.
- (B) Subject to paragraph 8 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**

<b>Milestone</b>	<b>Milestone Achievement Criteria</b>	<b>Milestone Outcome</b>	<b>Milestone Date</b>
<b>(1) Planning Complete</b>	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.	<b>Authority to Proceed</b>	<b>13 May 2009</b>
<b>(2) Ready for Testing with the Core Service Provider</b>	<p>The Service Provider to have received Notice of Approval from TfL in relation to the following:</p> <ul style="list-style-type: none"> <li>A. the Test Strategy, which shall comply with paragraph 3 of schedule 4;</li> <li>B. Test Plans and Test Specifications in respect of CSP Testing;</li> <li>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;</li> <li>D. the Service Provider's Technical Solution, which shall comply with paragraph 4 of this Schedule;</li> <li>E. the Documentation List, which shall comply</li> </ul>	<b>Authority to Proceed</b>	<b>26 June 2009</b>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>with paragraph 6 of this schedule;</p> <p>F. documentation evidencing that the infrastructure for CSP Testing is correctly configured and the Enforcement System 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><b>(3) Testing with the Core Service Provider Complete / Ready for Operational Commencement Date</b></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>C. the Security Plan, which shall comply with</p>	<p><b>Authority to Proceed</b></p>	<p><b>30 October 2009</b></p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>schedule 6 (Security Policy);</p> <p>D. documentation evidencing the successful completion of all CSP Testing;</p> <p>E. documentation evidencing that all Personnel are trained in accordance with clause 7 (Personnel and Training) 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>		

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:

(A) planning details; and

(B) 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. **Service Provider’s Technical Solution**

4.1 The Service Provider shall develop and keep updated on an ongoing basis as necessary during the Term a document which expands on the Service Provider’s technical solution to the services to be provided and demonstrates how the Service Provider’s technical solution meets TfL’s requirements. It shall include, but not be limited to, details of the following:

(A) a description of all external and internal Interfaces, including any technical specifications;

(B) the technical implementation of all external and internal Interfaces; and

(C) a description of the functionality provided by the Service Provider’s Enforcement System,

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

4.2 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 Agreement and/or any Changes) from time to time for approval in accordance with Part C of this schedule.

5. **Operational Processes and Procedures**

5.1 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 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**”).

5.2 The Service Provider shall submit the Operational Processes and Procedures for approval in accordance with Part C of this schedule.

6. **Documentation List**

- 6.1 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**”).
- 6.2 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

7. **Provisions of General Application to Deliverables**

- 7.1 Without prejudice to TfL’s other rights and remedies under this Agreement, common law, statute or in equity, and without limitation to the Service Provider’s other obligations under this Agreement, the Service Provider shall ensure that:
- (A) 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;
  - (B) all Deliverables shall be produced in accordance with Good Industry Practice and shall be Fit for Purpose;
  - (C) 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
  - (D) 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.
- 7.2 The structure and outline content of all Deliverables shall be determined by TfL in its absolute discretion.
- 7.3 The Service Provider shall provide all Deliverables to TfL a reasonable period before each Milestone Date, having regard, without limitation, to the following:
- (A) the number of Deliverables in respect of which TfL is conducting a review at any time; and
  - (B) the volume and complexity of each of the Deliverables referred to in paragraph 7.3(A),
- and, without limiting the foregoing, in any event not less than ten (10) Working Days before the relevant Milestone Date.
- 7.4 Unless expressly provided to the contrary elsewhere in this Agreement, and subject to the Milestone Dates, TfL shall use reasonable endeavours to complete a review of each Deliverable within ten (10) Working 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) Working 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**

### **8. Milestone Achievements General Provisions**

8.1 Without prejudice to TfL's rights under paragraph 10.1 of this schedule, TfL shall, as soon as commercially practicable after:

- (A) completion of Testing, Test Witnessing and receipt by TfL of the relevant Test Report and the relevant information from the Incident Log (if relevant);
- (B) 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
- (C) 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 8.2 of this schedule.

8.2 TfL shall, at TfL's absolute discretion and without prejudice to any of TfL's other rights and remedies under this Agreement or otherwise:

- (A) 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
- (B) issue to the Service Provider notice of rejection of any or all parts of the Services if either:
  - (1) any Milestone to be achieved to which those Tests relate is not achieved due to:
    - (a) one (1) or more Severity 1 Service Issues or Errors;
    - (b) one (1) or more Severity 2 Service Issues or Errors;
    - (c) four (4) or more Severity 3 Service Issues or Errors;
    - (d) one (1) or more Security Incidents which have not been resolved to TfL's satisfaction; or
    - (e) 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;

- (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
- (3) any Milestone Task required to satisfy the Detailed Milestone Achievement Criteria has not been successfully undertaken and completed.

8.3 If TfL rejects any or all parts of the Services under paragraph 8.2(B) of this schedule:

- (A) 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 Agreement;
- (B) the parties shall repeat the procedure set out in paragraphs 8.1, 8.2 and this paragraph 8.3 of this schedule until approval of the relevant parts of the Services pursuant to paragraph 8.2 of this schedule or termination of this Agreement pursuant to paragraph 8.3(C) of this schedule; and
- (C) in the event that the relevant Milestone is not achieved within twenty (20) Working Days or such other period agreed in writing between TfL and the Service Provider, TfL may terminate this Agreement pursuant to clause 31.1(D) (Termination).

8.4 Without limiting paragraphs 9 and 10 or this paragraph 8 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).

8.5 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 8 from time to time in accordance with the Change Control Request Procedure.

8.6 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.

## 9. **Development of Detailed Milestone Achievement Criteria**

9.1 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:

- (A) each party shall promptly negotiate in good faith to agree in writing the Detailed Milestone Achievement Criteria for each Milestone within ten (10)



Working Days of TfL having issued a Notice of Authority to Proceed in respect of the preceding Milestone;

- (B) subject to the provisions of paragraph 9.2 of this schedule, if no such agreement on the Detailed Milestone Achievement Criteria is reached within ten (10) Working 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.

9.2 TfL may only determine Detailed Milestone Achievement Criteria which:

- (A) are objectively measurable;
- (B) do not fundamentally alter the Milestone Achievement Criteria (subject to ensuring consistency with the requirements of the Statement of Requirements and this Agreement); and
- (C) consist of supplemental additional, low-level criteria which detail elements of the relevant Milestone Achievement Criteria.

### **PART C : DOCUMENTATION**

#### **10. Approval of documents**

10.1 Within such period as is specified in this Agreement 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:

- (A) review the documentation; and
- (B) notify the Service Provider that TfL:
  - (1) accepts the documentation (in which case it shall issue notice of such acceptance to the Service Provider, a **"Notice of Approval"**); or
  - (2) rejects the documentation, if the documentation:
    - (a) fails to provide for the functions and the performance criteria specified in the Statement of Requirements; or
    - (b) is not Fit for Purpose.

10.2 If TfL rejects any documentation under paragraph 10.1(B)(2) of this schedule:

- (A) 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;
- (B) the parties shall repeat the procedure set out in paragraph 10.1 of this schedule until acceptance of the documentation or the expiry or termination of this Agreement.

## **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:

- (A) the applicable Milestone Dates;
- (B) the relevant Testing Documents;
- (C) the Change Control Request Procedure; and
- (D) 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 Agreement.

2.2 The Service Provider shall:

- (A) give TfL at least seven (7) Working Days' written notice prior to each Test;
- (B) 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;
- (C) prepare a detailed Test Report in respect of each Test immediately following the conducting of that Test;
- (D) 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 Agreement, share the Test Report in form or substance with any third party for any purpose in respect of this Agreement, the Services, Additional Services and/or the Schemes;
- (E) 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 10 (Contract Management and Reporting) 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

- (F) 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 ensure that the Test Strategy includes at least the following:

- (A) an overall plan for the Testing of the Enforcement System, the CSP Interface, and the Services which shall comply with paragraph 5 of this schedule;
- (B) a brief description of the approach to Testing during the Implementation Phase and after the Operational Commencement Date, including the rationale for such approach;
- (C) the names and contact details of the Service Provider's representatives for the purposes of the Testing;
- (D) the requirements and objectives of the Testing;
- (E) any dependencies affecting the Testing, including reliance on third parties;
- (F) the scope of the Testing;
- (G) any assumptions made that may impact upon Testing;
- (H) 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;
- (I) 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;
- (J) 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;
- (K) the entry and exit criteria applicable to the Testing;

- (L) 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;
- (M) an outline of the resource requirements, including Personnel, Personnel training, test environments, and Testing tools; and how they will be used during Testing;
- (N) the location of the Testing;
- (O) the sources and mechanisms for creation of Test Data for use during Testing;
- (P) 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;
- (Q) the quality management tools and processes to be used in Testing including:
  - (1) any standards to be applied to Testing;
  - (2) Incident and problem management processes;
  - (3) Test results capture, logging, and tracking; and
  - (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):
  - (A) 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
  - (B) 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:
  - (A) the identification and details of the environment(s) to be used in carrying out the relevant Testing;
  - (B) the scope of the Testing, including without limitation a description of the constituent parts or functional areas of the Enforcement System or Interface being Tested;
  - (C) any specific Testing requirements or objectives where this differs from the Test Strategy, together with the reasons and rationale for the differences;
  - (D) an overview of the specific Testing approach;

- (E) any specific dependencies, pre-requisites, assumptions and risks related to Testing;
- (F) identification of the Test scripts to be executed;
- (G) a detailed schedule for the Testing;
- (H) named roles and responsibilities for all those involved with Testing; and
- (I) a description of the Test Data to be used for Testing.

## 6. **Test Specifications**

### 6.1 The Service Provider shall:

- (A) in accordance with the applicable Milestone Dates and the Test Strategy, develop a Test Specification for Testing;
- (B) 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;
- (C) include in each Test Specification at least the following information:
  - (1) the Test Criteria with a reference back to the Service Provider's Technical Solution and any other documents relevant to the Testing.
  - (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;
  - (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
- (D) ensure that all requirements specified in this Agreement 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:

- (A) 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 System fully integrate and fully inter-operate with the relevant CSP and TfL systems, in accordance with the Service Provider's Technical Solution and the CSP Interface Specification, including without limitation:

- (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 are correctly stored by the Enforcement System;
  - (2) demonstrate the full end-to-end integration of the Enforcement System, 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;
  - (3) Tests are performed to ensure and assure compliance with the Security Policy and the Service Provider's other obligations set out in this Agreement;
- (B) the relevant Personnel of the Service Provider are appropriately trained in order to provide the Services in accordance with this Agreement; and
- (C) the Service Provider's Operational Processes and Procedures are appropriate for the Service Provider to perform its obligations under this Agreement,

**("CSP Testing").**

## **8. Delivery Of Documents For Testing**

8.1 The Service Provider shall:

- (A) subject to paragraphs 8.1(B) and 11.2(B) of this schedule deliver all documents required for or relevant to Testing to TfL no less than ten (10) Working Days prior to the relevant Test; and
- (B) deliver Test Specifications to TfL no less than thirty (30) Working 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:

- (A) 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;
- (B) 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

- (C) 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:

- (A) the relevant Testing carried out;
- (B) the results of the Testing conducted;
- (C) any deviation from the Test Strategy, applicable Test Plan and/or Test Specifications;
- (D) if the Testing failed in any way, the extent and cause of the failure;
- (E) summary metrics on Service Issues and Errors raised during the Testing;
- (F) the detail of any outstanding Errors or unresolved Service Issues, including references to the Incident Log and the Severity Levels; and
- (G) 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 10 (Contract Management and Reporting).

11.2 The Service Provider shall:

- (A) 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(E) of this schedule as agreed in writing between TfL and the Service Provider and in any event at least five (5) Working Days prior to the Milestone Date for successful completion of the relevant Test; and
- (B) 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) Working 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**”).
2. **Performance Management Regime Overview**
  - 2.1 The performance management regime (“**Performance Management Regime**”) consists of performance indicators (each a “**Performance Indicator**” or “**PI**”), the start and end points for assessment of PIs (where appropriate), the level of service required and the points to be accrued if the required levels of service performance are not met (“**Service Failure Points**”) as set out in this schedule. Table 1 (Performance Indicators) in this schedule (“**Table 1**”) sets out the performance management regime parameters for the Services.
  - 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, tracked and rewarded or against 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, 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, the number of Service Failure Points which accrue is calculated by adding:

- (A) the number of incidents or occurrences falling within Band 1 multiplied by the Band 1 Service Failure Points; and
- (B) 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, the number of Service Failure Points which accrue is calculated by adding:

- (A) the number of incidents or occurrences falling within Band 1 multiplied by the Band 1 Service Failure Points;
- (B) the number of incidents or occurrences falling within Band 2 multiplied by the Band 2 Service Failure Points; and
- (C) the number of incidents or occurrences falling within Band 3 multiplied by the Band 3 Service Failure Points.

2.10 Service Failure Points shall be totalled for all Performance Indicators at the end of each Month and the corresponding Service Failure Action shall be implemented in accordance with Table 2 (Performance Regime) in this schedule ("**Table 2**").

2.11 The Service Provider shall diligently seek to perform and complete each action which is subject to the Performance Management Regime (an "**Action**"), notwithstanding that it shall have accrued Service Failure Points in respect of such Action.

### 3. **Start Points, End Points And Temporarily Closed Items**

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

- (A) The 'Start Point' of a particular Action shall be whenever the Service Provider commenced or should have commenced its undertaking, as indicated in Table 1.
- (B) The 'End Point' of a particular Action shall be whenever the Service Provider successfully completes the Action, as indicated in Table 1.

3.2 If an Action has not been successfully completed on or before the date of the Performance Indicator Report in respect of a particular Month:

- (A) the relevant Action shall be deemed 'temporarily closed' and shall be treated as if the End Point for that 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' Actions; and

- (B) once the End Point for that 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 Action in earlier Months shall be taken into account when calculating the Service Failure Points that accrue once the relevant End Point for that 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 10 (Contract Management and Reporting).
- 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 10 (Contract Management and Reporting).
- 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:
  - (A) the performance level for the Month shall be adjusted accordingly; and
  - (B) 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 Agreement:
  - (A) consider all reasonable requests;
  - (B) use reports from Other Service Providers to validate the information

supplied by the Service Provider; and/or

- (C) 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.

**7. The Service Levels**

**PI 1 Contract compliance**

- PI 1.1 The Service Provider shall at all times comply fully with this Agreement.
- PI 1.2 This PI shall apply from the Effective Date.
- PI 1.2 A "High Severity" breach of this PI is defined as:
- (A) a breach of this Agreement 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 Agreement 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 (and the causes of such breach) within ten (10) Working 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 Debt Recovery Law, as determined by TfL.

PI 1.3 A “Medium Severity” breach of this PI is defined as:

- (A) a breach of this Agreement 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 Agreement 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 (and the causes of such breach) within ten (10) Working 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 1.4 A “Low Severity” breach of this PI is defined as:

- (A) a breach of this Agreement 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 1.5 Service Failure Points shall not accrue under this PI if and to the extent that the same incident or occurrence results in Service Failure Points being accrued under any other PI.

**PI 2(A) Customer correspondence (timeliness of acknowledgement)**

PI 2.1 The Service Provider shall acknowledge all written enquiries and other items of correspondence from Customers within the timescales specified in schedule 2 (Statement of Requirements). This PI measures actual timeliness of acknowledgement compared to the required timeliness.

**PI 2(B) Correspondence (timeliness of issue)**

PI 2.1 The Service Provider shall issue all 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 End Point shall be the date on which the item of Correspondence is provided to an appropriate postal service or the date on which the Correspondence is delivered by the Service Provider by hand to the Customer.

### **PI 3 Correspondence (accuracy)**

- PI 3.1 The Service Provider shall ensure that all Correspondence is issued accurately by the Service Provider (as determined by TfL) in accordance with Debt Recovery Law, schedule 2 (Statement of Requirements) and TfL Bailiff Policy.
- PI 3.2 This PI shall be measured by TfL representatives, who shall review up to a maximum of fifty (50) randomly selected items of Correspondence issued by the Service Provider in each Month.

### **PI 4 GPS record availability**

- PI 4.1 The Service Provider shall ensure that at least ninety per cent (90%) 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 minute that a Bailiff is Visiting.
- PI 4.3 This PI shall be measured by TfL representatives who shall review up to a maximum of fifty (50) randomly selected Visits made by the Bailiffs in each Month.

### **PI 5 Telephone contact centre performance**

- PI 5.1 Ninety per cent (90 %) of calls into the telephone contact centre shall be answered by the Service Provider's customer service representatives within thirty (30) seconds of the call being received on the switch or call distribution system.
- PI 5.2 The percentage of calls answered within thirty (30) seconds is calculated as the total number of calls answered within thirty (30) seconds during the reporting Month divided by the total number of calls into the telephone contact centre during the reporting Month multiplied by one hundred (100).

### **PI 6 Website Payment processing availability**

- PI 6.1 The Service Provider shall ensure that its website is available to process Payments twenty-four (24) hours per day, every day of the year, except during periods of scheduled downtime agreed in

advance with TfL.

- PI 6.2 Availability is calculated as the total actual available minutes (excluding scheduled downtime) during the reporting Month divided by the total possible minutes of availability during the reporting Month (excluding scheduled downtime) multiplied by one hundred (100).

### **PI 7 Telephone contact centre availability**

- PI 7.1 The Service Provider shall ensure that its telephone contact centre is available to receive and respond to calls from Customers during all Working Hours.
- PI 7.2 Availability is calculated as the total actual available minutes (excluding scheduled downtime) during the reporting Month divided by the total possible minutes of availability during the reporting month (excluding scheduled downtime) multiplied by one hundred (100).

### **PI 8A Reports and Data (Timeliness)**

- PI 8A.1 The Service Provider shall ensure that all Reports and data to be provided by the Service Provider to TfL under this Agreement are delivered within the timescales specified in this Agreement.

### **PI 8B Reports and Data (Accuracy)**

- PI 8B.1 The Service Provider shall ensure that all Reports, are issued accurately, in accordance with the provisions of this Agreement (as determined by TfL).
- PI 8B.2 This PI shall only apply to Reports issued or to be issued within the reporting period during which the PI is measured.

### **PI 9 Founded Customer Complaints**

- PI 9.1 A “**Founded Customer Complaint**” means a complaint by a Customer to the Service Provider, TfL, the GLA, the Mayor of London’s office, the London Transport Users’ Committee or the Local Government Ombudsman regarding an aspect of the Service Provider’s performance that TfL has determined, in its absolute discretion, to be a valid complaint. Founded Customer Complaints shall include, without limitation, complaints arising from:
- (A) the provision of incorrect information;
  - (B) failure to take account of relevant matters in coming to a decision;
  - (C) offensive or insensitive behaviour;

(D) malice, bias or unfair discrimination; or

(E) failure to respond to the Customer,

by the Service Provider or its Personnel

PI 9.2 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 TfL Bailiff Policy.

PI 9.3 This PI shall be measured by TfL representatives who shall calculate the number of Warrants that have resulted in a Founded Customer Complaint per Month as a percentage of the number of Warrants issued to the Service provider in such Month.

### **PI 10 Timely resolution of Founded Customer Complaints**

PI 10.1 The Service Provider shall ensure that all Founded Customer Complaints are resolved within 28 days, or such other time as may be agreed with TfL.

### **PI 11 Accurate application of Enforcement Fees to Customers**

PI 11.1 The Service Provider shall ensure that all Enforcement Fees applied to Customers are applied accurately in accordance with Debt Recovery Law and schedule 2 (Statement of Requirements).

PI 11.2 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 11.3 This PI shall be measured by TfL representatives, who shall review the Enforcement Fees applied in respect of up a maximum of fifty (50) randomly selected Warrants in each Month.

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	00:00:01 on the Effective Date and thereafter the first day of the Month	23:59:59 on the last day of the Month	100%	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 2A	Customer correspondence (timeliness of acknowledgment)	The date Customer correspondence is received (see paragraph 6.1)	The date an acknowledgment is issued by the Service Provider	100% within timescales specified in schedule 2: Statement of Requirements	>0 - 1 Working Day late  1 point per Working Day per correspondence identified as falling into this band.	>1 - 5 Working Days late  2 points per Working Day per correspondence identified as falling into this band.	>5 Working Days late  3 point per Working Day per correspondence identified as falling into this band.
PI 2B	Correspondence (timeliness of issue)	The date a Warrant is received by the Service Provider	The date Correspondence is issued by the Service Provider (see PI 2.2)	100% within timescales specified in schedule 2: Statement of Requirements	>0 - 1 Working Day late  1 point per Working Day per item of Correspondence identified as falling into this band.	>1 - 5 Working Days late  2 points per Working Day per item of Correspondence identified as falling into this band.	>5 Working Days late  3 point per Working Day per item of Correspondence identified as falling into this band.
PI 3	Correspondence (accuracy)	N/A	N/A	100% of Correspondence is issued accurately.	99.9% - 95% of Correspondence is issued accurately.  5 points in total.	94.9% - 90% of Correspondence is issued accurately.  10 points in total	<90% of Correspondence is issued accurately.  20 points in total.



Schedule 5 – Service Level Agreement

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
PI 4	GPS availability	N/A	N/A	90%	89.9% - 85% availability  3 points in total	84.9% - 80% availability  5 points in total	<80% availability  10 points in total
PI 5	Telephone contact centre performance	08:00 each Working Day.	18:00 each Working Day.	90% of all calls must be answered within 30 seconds.	89.9% - 80% answered within 30 seconds  1 point in total.	79.9% - 70% answered within 30 seconds.  3 points in total.	<70% answered within 30 seconds.  5 points in total.
PI 6	Website Payment processing availability	00:00:00	23:59:59	99.9%	99.8% - 95% availability  1 point in total	94.9% - 85% availability  3 points in total.	<85% availability  5 points in total.
PI 7	Telephone contact centre availability	08:00 each Working Day.	18:00 each Working Day.	100%	99.9% - 95%  1 point in total	94.99% - 85%  3 points in total.	<85%  5 points in total.
PI 8A	Reports and Data (timeliness)	The time at which the Report or data is due to be provided	The time at which the Report or data is received by TfL.	100% received on date due.	>0 – 1 Working Day late.  1 point per Working Day per Report or item of identified as falling into this band	>1 – 5 Working Days late.  2 points per Working Day per Report or item of data identified as falling into this band	>5 Working Days late.  3 points per Working Day per Report or item of data request identified as falling into this band
PI 8B	Reports and Data (accuracy)	The time at which the Service Provider is notified that the report is inaccurate.	The time at which TfL receives an updated and	100%	>0 – 1 Working Day  1 point per Working Day per report or	>1 – 5 Working Days  2 points per	>5 Working Days  3 points per Working Day per report or data

Schedule 5 – Service Level Agreement

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
			accurate report.		data request identified as falling into this band	Working Day per report or data request identified as falling into this band	request identified as falling into this band
PI 9	Founded Customer Complaints	N/A	N/A	0.2% of Warrants issued to the Service Provider result in a Founded Customer Complaint.	>0.2% - 0.4% of Warrants issued to the Service Provider result in a Founded Customer Complaint. 5 points in total	>0.4% - 0.6% of Warrants issued to the Service Provider result in a Founded Customer Complaint. 10 points in total	>0.6% of Warrants issued to the Service Provider result in a Founded Customer Complaint. 15 points in total.
PI10	Timely Resolution of Founded Customer Complaints	The time at which TfL determines that a complaint is a Founded Customer Complaint.	The time at which the Founded Customer Complaint is resolved.	100% of Founded Customer Complaints are resolved within 28 days (or such other period agreed with TfL).	>0 – 1 Working Day late. 1 point per Working Day per Founded Customer Complaint identified as falling into this band	>1 – 5 Working Days late. 2 points per Working Day per Founded Customer Complaint identified as falling into this band	>5 Working Days late. 3 points per Working Day per Founded Customer Complaint identified as falling into this band
PI 11	Accurate application of Enforcement Fees	N/A	N/A	100% of Enforcement Fees applied correctly	> 0 - 1 instance identified 5 points in total.	>1 - 2 instances identified 10 points in total	>2 instances identified 15 in total.

Table 2 – Performance Regime

Service Failure Points	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 TfL's rights under clauses 16.1 (TfL's Obligations) and 31 (Termination) of this Agreement, 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 16.1 (TfL's Obligations) and 31(Termination) of this Agreement, 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 TfL's rights under clauses 16.1 (TfL's Obligations) and 31 (Termination) of this Agreement, 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 Agreement in accordance with clause 31.1 (F) of this Agreement .

## SCHEDULE 6

### Security Policy

#### 1. Security Principles

1.1 For the purposes of this schedule 6 (Security Policy) (only):

“**Enforcement System**” means the system which the Service Provider uses to,

- (A) receive and send data in accordance with Annex A (Interface Specification) of schedule 2 (Statement of Requirements);
- (B) record all Enforcement Action undertaken and all Payments (if any) received in relation to each Warrant provided to the Service Provider; and
- (C) record all notifications, instructions, guidance, or Correspondence relating to each Warrant and Customer;
- (D) provide GPS information regarding the specific location of Bailiffs on Visits; and
- (E) locate specific vehicles using ANPR,

and includes any computer systems, interfaces, databases and tangible media on which TfL data is recorded and their supporting documentation.

1.2 The Service Provider agrees that security and data confidentiality in connection with the Services and the Enforcement System are of utmost importance and are fundamental to the administration and enforcement of the Schemes and to retain public confidence in road charging schemes.

1.3 The Service Provider shall ensure that the Services and Enforcement System at all times provide a level of security which:

- (A) is in accordance with Good Industry Practice and all applicable Laws; and
- (B) meets specific security threats to the Services and the Enforcement System.

1.4 The Service Provider shall, in relation to the Services and Enforcement System:

- (A) at all times comply with BS7799/ISO/IEC 27001:2005, ISO/IEC27002, and BS/ISO/IEC17799:2005 (or replacements) and ensure that each Sub-Contractor if any does so;
- (B) at all times comply with the Manual of Protective Security (available from the Cabinet Office Security Policy Division (COSPD) and all ITSEC standards (or replacements) and ensure that each Sub-Contractor (if any) does so;
- (C) ensure that Testing is carried out in relation to the Security Plan and that the Security Plan is approved in accordance with part C of schedule 3 (Milestones and Deliverables);

- (D) without limiting any other provision of this Agreement, regularly and at least once per six (6) month period, conduct updates and audits in connection with the Security Plan;
- (E) at all times keep all data, information, premises and systems used by the Service Provider (and/or a Sub-Contractor (if any)) in connection with the Services and the Enforcement System secure and protected against all loss, damage, corruption and unauthorised use, access or disclosure; and
- (F) at all times ensure that the Security Plan allows Confidential Information and Personal Data to be protected in accordance with the provisions of this Agreement.

1.5 The Service Provider shall at all times:

- (A) comply with TfL's IT and security policies and procedures in relation to the Services and Enforcement System, from time to time in effect, to the extent the same have been communicated to the Service Provider or it has otherwise been made aware, or should have been aware of them;
- (B) fully support and co-operate with all of the security initiatives of TfL from time to time, to the extent the same have been communicated to the Service Provider or it has otherwise been made aware, or should have been aware of them;
- (C) promptly comply with the reasonable instructions of TfL relating to all policies, procedures and initiatives;
- (D) immediately notify TfL of any actual or threatened breach in connection with the security of the Services or the Enforcement System;
- (E) ensure that appropriate security checks of all Personnel are performed before they are permitted to access any of the Enforcement System used in connection with the Services; and
- (F) ensure that hardware is not reused or is only reused in accordance with the Security Plan.

## 2. **Security Plan Provision**

2.1 The Initial Security Plan is set out in Annex A to this schedule.

2.2 The Initial Security Plan shall be refined and expanded by the Service Provider and delivered to TfL for approval and approved as a condition of achievement of the Milestones as set out in schedule 3 (Milestones and Deliverables). The document so approved shall be the "**Security Plan**".

2.3 Unless and until the Security Plan has been approved in accordance with paragraph 2.2, the Service Provider shall comply with the Initial Security Plan.

2.4 The Security Plan shall include specific detail related to the Services and shall reference and comply with any security policies in force at the premises used to provide the Services, including this Security Policy.

2.5 If and to the extent that any existing security policies and procedures in force at the premises used to provide the Services do not comply with the provisions of this Security Policy, such policies and procedures shall be amended so as to conform to the Security Policy.

2.6 The Service Provider shall ensure that the Security Plan deals as a minimum with the security requirements set out in this schedule and the Statement of Requirements, together with such other provisions as the Service Provider deems necessary or TfL may request from time to time, including, but not limited to, the security measures and procedures in force during both the Implementation Phase and the Operational Phase.

3. **Information to be included in the Security Plan**

3.1 The Service Provider shall ensure that the Security Plan at all times includes:

- (A) all security measures to be implemented and maintained by the Service Provider (and, where Sub-Contractors are used by the Service Provider, by those Sub-Contractors) in relation to all aspects of the Services and the Enforcement System;
- (B) the same structure as BS ISO/IEC 27001:2005 (in ISO/IEC 17799 as at the Effective Date) and ISO/IEC 27002 or any replacement, substitute or superseding standard, with cross-referencing to other schedules of this Agreement;
- (C) a demonstration that BS ISO/IEC 27001:2005 (“steps 1 to 6 of Figure 1 - Establishing a Management Framework”) and ISO/IEC 27002 have or will be completed by the Service Provider by the Operational Commencement Date;
- (D) without limitation to any other provision of this Agreement, the date or periods for reviews of, and updates to, the Security Plan for the Services and the Enforcement System; and
- (E) the parameters of reviews and updates referred to in (D) above by the Service Provider including:
  - (1) all new or changed threats to the Services and the Enforcement System and relevant countermeasures;
  - (2) emerging Good Industry Practice;
  - (3) responses to any Security Incident that occurred in relation to the Services or the Enforcement System; and
  - (4) any measure in relation to the Services and Enforcement System which fails to meet Good Industry Practice.

#### 4. **Severity Levels**

##### 4.1 The Service Provider shall:

- (A) promptly identify all Security Incidents relating to, or otherwise having an impact on, the Services and Enforcement System;
- (B) immediately classify such Security Incident according to the Severity Levels (if appropriate);
- (C) immediately record each Security Incident and corresponding Severity Level in the Incident Log (and shall use best endeavours to ensure that all Sub-Contractors (if any) do so);
- (D) comply with its obligations under clause 21 (Security Policy) in connection with each Security Incident; and
- (E) without limitation to the other provisions of this Agreement, follow TfL's instructions in relation to the identification and resolution of each Security Incident in relation to the Services and the Enforcement System (including the classification of a Severity Level in respect of the Security Incident) and the recording of Incidents, Errors and Service Issues on the Incident Log, as applicable.

4.2 Without limitation to the other provisions of this Agreement, the Service Provider agrees that each Security Incident will be classified as Severity 1 or a Severity 2 unless the Service Provider can demonstrate to TfL's satisfaction that a classification of Severity 3 or lower would be more appropriate.

#### 5. **Security Rectification Plans relating to Security Incidents**

5.1 The Service Provider shall ensure that each Security Rectification Plan required under clause 21 (Security Policy) includes:

- (A) details of all outstanding Security Incidents;
- (B) the Severity Level ascribed to each Security Incident;
- (C) any workarounds for the Security Incident; and
- (D) the dates for correction.

5.2 The Service Provider shall follow any reasonable instructions of TfL in connection with a Security Rectification Plan including promptly incorporating amendments to the Security Rectification Plan suggested by TfL.

#### 6. **Infrastructure Security**

6.1 The Service Provider shall ensure that all networks used by the Service Provider in the provision of the service are secure and protected from unauthorised access.

6.2 The Service Provider shall ensure that any Confidential Information and any Personal Data transmitted over public networks is encrypted and transmitted

securely.

- 6.3 The Service Provider shall ensure that all transfers of data are secure including but not limited to those using removable media.
- 6.4 The Service Provider shall inform TfL within twenty-four (24) hours of identifying a Security Incident from time to time.



## ANNEX A

### INITIAL SECURITY PLAN

**It is recognised that as this Annex has been prepared by the Service Provider, there may be some apparent conflict or inconsistency between the terms of this Annex and the other terms of the Agreement. In the event of any such conflict or inconsistency, the other terms of the Agreement shall take precedence in the order set out in Clause 1.5 of the Agreement (save that, for the avoidance of doubt, this Annex and the Annexes to Schedule 8 shall have the lowest order of precedence in relation to all of the annexes and appendices in this Agreement).**

This document presents the initial security plan for the Equita solution which demonstrates Equita's commitment to safeguarding data. The initial security plan covers the core IT, business operations and enforcement operations areas of the service.

The initial security plan comprises all procedural, personnel, physical and technical elements of the proposed information security solution.

The objective of the initial security plan is to ensure that the Services are securely managed in accordance with Equita's own security policy as set out in Exhibit 1 below ("Equita's Security Policy") and the following associated standards (both referenced and implied):

**ISO/IEC 27001:2005 & BS7799-2:2005 (Information Security Management Systems requirements)**

**IT Infrastructure Library (ITIL)**

**UK Information Technology Security Evaluation and Certification Scheme**

**Home Office Security Codes of Practice**

**e-Government Interoperability Framework**

**e-Government Security Framework Policy and Guidelines**

**Payment Card Industry Data Security Standard (PCI DSS) v1.1**

**Evidential Handbook.**

This initial security plan will be subject to a bi-monthly review to ensure its successful implementation and relevance. The plan will be reviewed also where major Service changes are implemented or security incidents occur.

The initial security plan will be kept up to date in line with Schedule 6 requirements. A Security Manager will be appointed by Equita with the approval of TfL to provide a security management Service to monitor, enforce, maintain and enhance all aspects of the security policy.

To achieve a consistent and acceptable level of security Equita will adopt a layered Security Model introducing Defence in Depth. A layered Security Model is a risk-based approach for identifying and defining appropriate security measures and controls ensuring the confidentiality, integrity and availability (CIA) of the Equita service information assets. The layered security model will consider:

**Confidentiality - the protection of communications or stored data against interception and reading by unauthorised persons. It is particularly needed for the transmission of sensitive data and is one of the requirements to address privacy concerns of users of communication networks.**

**Integrity - is the confirmation that data, which has been sent, received, or stored is complete and unchanged.**

**Availability - data is accessible and services are operational, despite disruptive events such as natural disasters, accidents or deliberate system attacks.**

CIA assurance controls will be derived by reviewing the Equita system business operations against the security components identified by Equita from time to time.

The result of this approach is a balanced set of security enhancements, in terms of procedural and technical security controls and countermeasures. The technical controls will be implemented within the Equita's system security architecture, design, testing and production environments. The procedural measures will be implemented through Equita's Security Policy and user documentation.

The model covers all security requirements throughout an operational development project lifecycle, including third parties. It ensures that risks and vulnerabilities are mapped through to the agreed solutions and that these are then propagated into relevant areas and documentation, including Service level agreements, if needed.

The Layered Security Model is delivered through the design and implementation of a thorough Security Policy and a supporting Risk Assessment and Management Methodology review. The Security Policy may also include a number of supporting subjects, such as user and customer guides.

The security plan will be subject to regular review through the operation of the monthly Information Security Management Forum meetings and regular compliance testing.

Equita will employ both hardware and software security hardening of access to and within systems used to manage the Scheme. Access to systems and data will be validated through an agreed Security Access Matrix that will define User roles, definitions and access to individual elements of the service.

PCs and workstations will be protected by passwords and either locked or a password protected screen-saver invoked when not in use. Screens will be set to time-out whenever left inactive for a specified period. PCs will be security hardened to prevent and/or minimise users ability from copying or taking screen shots of sensitive data. This will take form of suppressing the right mouse button, and or limiting the ability for users to use the Print Screen Function dependent upon the user's specific role and level of access.

All devices which can be removed from Equita offices and hold scheme information will be subject to full disk encryption to reduce the risk of information leaking into the public domain through the loss or theft of devices.

Such encryption software will be required to provide full disk encryption at a minimum of 128bit AES.

Removable media such as memory sticks will not be permitted unless a specific business requirement exists. Where a business requirement is identified the use of such media will be authorised by the security team based on risk assessment.

Where removable media is permitted, the removable media will be required to adhere to the information labelling and handling procedures as agreed by Equita and TfL in writing from time to time and support encryption where the classification level requires it. Processes used to ensure data can be easily identified and kept in a manner that is appropriate to the nature and sensitivity. When sensitive data is being transported it must be encrypted to Equita approved encryption standards (as approved by TfL, in writing, from time to time). Where this sensitive data is on backup media, it may not be possible to encrypt the contents during the backup process.

For each situation where data is being transferred onto a removable device (memory stick, CD, back-up tape etc) the following process must be followed:

- Review what is being transferred with the client
- Gain approval from the client that the data is being moved onto the agreed removable media
- Review the risks involved and agree security protocols for protecting the removable media (encryption, password protection, physical security, secure courier etc)
- Obtain written approval from the client for the agreed security protocols for the use of removable media (including authorisation from the client not to use encryption or any other security measure where they have specified this)

Consideration must be given to secure storage and transportation of regular e.g. daily backup tapes and other media from site to site. Media containing sensitive or otherwise valuable information must be transported in secure cases.

All electronic storage media must be scanned according to the Equita anti-virus policies (as approved by TfL, in writing, from time to time) prior to connection to any CSP owned or managed networks.

All documents should be clearly numbered to enable an audit trail from point of departure to point of delivery.

Equita's security policy will be observed by all staff working on the contract. The systems infrastructure will be constantly monitored and the data will be stored within data centres specifically designed to protect against accidental or deliberate destruction of data or systems. An appropriate disaster recovery and back-up strategy will be employed to ensure no loss or corruption of data as a result of system failure.

Equita will ensure that both electronic and physical data is only kept for the purpose and the duration necessary or specified within the contract. To facilitate the data retention periods, Equita will build retention periods into parameter driven rules within the business rules engine used to process all electronic records, each record entered into the system will be categorised with records types and stored only for the purpose and duration specified. The data retention periods may be subject to change upon request from TfL. Such requests will be assessed and applied in accordance with the Change Control Process.

## Security for Paper Documents

All paper based documents, such as printouts or hand-written notes, containing personal information must be treated as confidential. This means that such documents:

**Must be kept securely in locked cabinets or drawers when not in use**

**Must not be left where they could be viewed or taken by unauthorised persons**

**Must not be left out on desks overnight**

**Must not be removed from the office without permission**

**Can only be disposed of by using a shredder or in a Confidential Waste Bin.**

**Postal records will be scanned to the account and retained only for the period specified.**

Equita will conduct periodic audits on the 3rd Party destruction service as a minimum on an annual basis to ensure agreed processes are followed that match the requirements of TfL and strict security measures are in place to protect physical records.

## Other Security Matters

As part of the DPA training programme, staff are made aware that personal data must not be discussed outside of a necessary operational context.

All Vehicle and Personal data will be kept secure and processed in line with the principles of all Data Protection Laws and principles, Equita will ensure that the Data is maintained and only used for the purposes as defined by TfL as the Data Controller.

## Infrastructure Security

Equita comply with the provisions of schedule 6 (Security Policy) in respect of infrastructure security.

Equita understands the importance of effective Information Governance, comprising Information Security and Data Quality Management, to the success of the Scheme. Equita recognises the importance of ensuring that effective Information Security is implemented over the systems and infrastructure in the delivery of the service.

## **EXHIBIT 1**

### **EQUITA'S Security Policy**

#### **1. SCOPE OF THIS POLICY**

##### **In Scope**

For the purpose of this policy Information Technology (IT) systems are provided by Equita for business use in any of Equita's offices and any mobile devices supplied to Users for use at other locations.

Included within the definition of IT systems are all user equipment such as personal computers, personal organisers, palmtop PCs, notebooks, fixed and mobile telephone systems, facsimile, as well as the local and wide area network infrastructure including servers and all applications running on them.

These systems include, but are not limited to Equita's private telephone exchanges, voicemail systems, e-mail systems, and all associated file storage.

IT systems are the property of Equita Limited ("Company") and are to be used for legitimate business purposes. Equita employees and certain third parties ("Users") are provided access to the IT systems to assist them in the performance of their duties. Additionally, certain users may be provided with access to external facilities, such as the Internet, using the Company's equipment.

##### **Out of Scope**

This document in its current form is intended for users of Equita's IT systems. Further requirements apply to developers, maintainers and central operators of these systems.

These specialist groups should consult the British Standard BS7799 and ensure that their own processes comply with the appropriate requirements of the Standard.

##### **Purpose**

This document describes Equita's policy on information technology use and security. Equita is reliant on information technology as an integral part of its core business.

Its investment must be adequately protected against malicious damage or unauthorised use in order to comply with all legal and contractual requirements. The principles of this policy apply whether Users are working in standalone mode or on a network.

This policy document demonstrates Equita's commitment to Information Security as defined in BS7799-1:2000. It enables Equita to comply with the Data Protection Act and other legislation and sets out its position with respect to enforcement of the policy.

## **2. RESPONSIBILITIES**

### **Managers**

The Capita Group Director of Finance is responsible for maintaining this policy and ensuring it continues to meet the requirements of the Company, its employees and its customers, the standards as defined in BS7799 and any requirements prescribed by current legislation.

It is the responsibility of all managers to implement this policy and to identify additional risks and appropriate measures that fall outside of this policy to meet the requirements of the business for which they are responsible.

Managers are responsible for disseminating this policy to all employees and third parties who use Equita's data and systems.

Managers will ensure all users are adhering to the policy and will record and report any incidents, which may occur to the relevant authority.

### **Users**

It is the responsibility of all users of Equita's data and systems to adhere to this policy at all times and to use the Company's IT resources and external facilities in a professional, lawful and ethical manner.

It is vital that everyone who will potentially have access to any IT system is made aware of their responsibilities.

Abuse of the IT systems and external facilities may result in disciplinary action, including possible dismissal or termination of contract and civil and/or criminal liability.

## **3. THE REGULATORY FRAMEWORK**

### **The Data Protection Act**

The main focus of the Act is to protect any personal data concerning an individual from misuse or unlawful disclosure.

Personal data is defined as "That [data] from which the identity of a person can be recognised".

The legislation is strictly enforced and Users of personal data have to register which data they are going to keep and for what purposes.

Equita is registered under the Data Protection Act to hold specific items of personal data on our IT systems and paper files.

Personal data can only be used for the purposes for which Equita has registered. Any other use is illegal.

The data must also be kept secure from unauthorised access i.e. reasonable steps must be taken to ensure that no unauthorised people, either employees or otherwise, can gain access to the personal information held.

Every individual has a personal responsibility to ensure that the laws governing the protection and usage of data are adhered to.

The Data Protection Act requires Equita to ensure appropriate security controls are in place to prevent unauthorised or unlawful processing of personal data, and accidental loss or destruction of, or damage to, such personal data.

Capita is required to assess the harm that might result in unauthorised, unlawful or accidental loss and to maintain levels of security appropriate to the sensitivity of the data.

### **Copyright Laws**

Copyright laws apply to intellectual property, in particular computer software.

In general terms, the copyright to every software programme which is run on a computer system is owned by whichever company/person wrote it.

In order that the software can be used legally, a licence must be purchased from the owner. The conditions of use vary from product to product e.g. limiting the number of people who can concurrently use the product, or how many machines it can be installed on at the same time.

Equita has a legal duty to ensure that, for every item of software being used, sufficient licences of the correct type are purchased to cover the use of that software.

Trade organisations such as FAST and BSA have the powers to enter company premises to audit software in use against licences held.

### **The Computer Misuse Act**

This Act legislates against unauthorised or malicious use of any computer system. It is the law used to prosecute “hackers” and those who write and distribute computer viruses deliberately.

It is a criminal offence to access or attempt to access any computer system which you are not authorised to access.

This law protects the Company against users and members of the public who deliberately cause damage to systems or data.

This law also makes it illegal for an employee to deliberately delete data or sabotage systems to the detriment of the company.

## **Retention of Records**

There are a number of statutes, which define the retention period for information. The following statutes, which may apply, include:

### **Civil Evidence Act**

Companies Acts

(Includes Income Tax and NI information)

### **Consumer Protection Act**

Data Protection Act

(Refers to personal information)

Financial Services Act

Value Added Tax Act

(Requires certain financial records for certain period of time, normally six years)

In addition, some client information may be covered by additional legislation e.g. criminal records, housing benefit, pensions, and there may be additional requirements to retain records as determined by clients.

## **Information Security Management BS 7799-1:2000**

The British Standard for Information Security Management BS 7799 details recommendations for those within the organisation who are responsible for initiating, implementing or maintaining security in order to preserve the confidentiality, integrity and availability of information.

It provides a widely used basis for developing organisational security standards, together with effective security management practice to provide confidence in inter-organisational dealings.

BS 7799 compliance is regularly required by client contracts and is referenced by the Data Protection Act registration procedure.

## **The Regulations of Investigatory Powers Act/Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000**

These Regulations permit the Company to intercept communications for a range of purposes without the consent of correspondents.

Communications may be monitored and recorded for a legitimate purpose such as system performance monitoring; detection and prevention of crime; any unauthorised use



including use by employees; protecting against hackers and viruses; and ensuring the Company is complying with regulator or self-regulatory practices or procedures relevant to the business.

Monitoring can only be carried out legally if the Company has informed its users that it is undertaking monitoring for these purposes.

#### **4. MANDATORY CONTROLS**

In order to comply with this Policy Users should adhere to the following mandatory controls. Failure to do so will be seen as a breach of Company security and will be treated as such.

##### **General Obligations**

##### **Users MUST NOT:**

- ◆ Use the Company's IT systems to disseminate, view or store commercial or personal advertisements, solicitations, promotions, destructive code (e.g. viruses, Trojan horse programmes, etc) or any other unauthorised materials.
- ◆ Make potentially libellous or slanderous references including colleagues, or clients in any communication. There have been instances where such references have led to court cases and prosecution.
- ◆ Send, download, display, print or otherwise disseminate material that is sexually explicit, profane, obscene, harassing, fraudulent, racially offensive, defamatory or otherwise unlawful.
- ◆ Use or copy software in violation of licence agreements or copyright or install any software that has not been supplied by the Company – this includes screen savers.
- ◆ Send any personal or confidential details outside of the Company's IT network (this includes e-mail to other organisations and Internet access) unless encrypted.
- ◆ Use any equipment in circumstances that enables authorised persons to view or overhear confidential or personal information this includes laptops, display monitors, telephones and faxes.

##### **Users MUST:**

- ◆ Choose passwords that are a combination of letters and numbers. Avoid passwords that are easy to guess e.g. PASSWORD, your/family names, pets names etc, or use unauthorised codes or passwords to access information.
- ◆ Set the screen saver on your PC (if you have one) to come on after no more than 10 minutes and make sure that it is password protected where possible. The screen saver should be activated before leaving the desk if you are working on, or have access to confidential material.
- ◆ Store data on network drives if at all possible. Old and/or redundant files should be deleted. Floppy disks should only be used for back-up or where absolutely essential, as they are the least secure method of data storage.
- ◆ Take care when transporting and using equipment e.g. laptops outside the office. All laptops should be locked away when not in use.
- ◆ Never leave confidential output unattended. Arrange for it to be destroyed when it is no longer required.
- ◆ (Managers only) Notify the systems administrator when a user either leaves or joins Equita or changes department.

## **DUTY TO PROTECT IT RESOURCES**

### **Deliberate Misuse**

Any deliberate misuse of IT systems, including private telephone systems, e-mail and voicemail:

- ◆ resulting in damage, either physical or internal to the systems or loss of data;
- ◆ using the systems for harassment or for communicating data of a sexual, pornographic or racial nature;

will be treated as gross misconduct and the existing disciplinary procedures will be invoked.

The appropriate action, including legal proceedings where relevant, will be taken immediately against any individual found misusing the systems.

### **Frivolous Misuse**

Computer resources are not unlimited. Network bandwidth and storage capacity have finite limits and all Users have a responsibility:

- ◆ To conserve these resources;
- ◆ To avoid acts that waste computer resources or unfairly monopolise resources to the exclusion of others;
- ◆ To not carry out any of the following, not limited only to:

Sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, uploading or downloading large files unnecessarily, accessing streaming audio and/or video files, or otherwise creating unnecessary loads on network traffic associated with non-business related uses of the Internet.

### **Physical Security**

- ◆ Offices containing IT equipment should be secure then unoccupied. Some areas may require restricted access, even when the building is occupied, where justified by risk assessment.
- ◆ Where required the correct environment, as stated by the equipment manufacturer, should be maintained.
- ◆ Reasonable steps must be taken by all Users to ensure the security of the systems and integrity of data at all times.
- ◆ Particular care should be taken by laptop users, and by those transporting equipment outside the office, to ensure that equipment is locked away and not left unattended when not in use
- ◆ Failure to take reasonable steps may result in prosecution under the Data Protection Act in the event of theft, or under the Computer Misuse Act in the event of malicious damage.

## **SYSTEMS ACCESS**

### **User Identify**

The majority of Equita systems run in a network environment and access should be controlled by using a unique user identity and password.

The use of user names and secure passwords in line with instructions below ensures that reasonable measures are being taken with reference to both the Data Protection Act and Computer Misuse Act.

The standards for user Identity will vary depending on the technology being used, e.g. Network PC, Mainframe, etc.

Each business unit has defined standards/procedures for User Identities and the allocation of access rights and privileges.

### **Passwords**

- ◆ For each system/application there should be definitive password standards that define such characteristics as:
- ◆ Minimum length
- ◆ Elapsed period after which a password change will be enforced
- ◆ Period which must elapse before old passwords can be reused
- ◆ Passwords are a personal item and Users should not divulge their password to anyone under any circumstances.
- ◆ If a User suspects that the integrity of their password has been compromised, it should be changed without delay.
- ◆ Confidential data files should always be password protected.

### **Staff Changes**

- ◆ Managers should notify the relevant system administrator that new employees will be arriving or that employees are leaving, in order for their accounts to be set up/disabled and subsequently deleted efficiently.
- ◆ Accounts belonging to employees who have left should be deleted within 5 days of their departure. Their accounts should be disabled with effect from the end of their last working day.
- ◆ If an employee is on extended leave e.g. maternity or unpaid leave, their account should be disabled until they return.

### **Unattended Display Monitors**

- ◆ Where possible, screen savers should be assigned with password protection enabled. The delay before screen savers are activated should be less than 10 minutes.
- ◆ Users working with equipment with access to confidential material should either ensure that the screen saver is activated or log off before leaving their desk
- ◆ Users who are going to be away from their desk for some time should log out of the network.
- ◆ System time-out facilities should be invoked wherever possible.

### **System Availability**

It is the responsibility of all Users to report any IT system faults which may occur from time to time in order that the fault may be rectified and the system returned to working order, causing the minimum amount of disruption to service availability.

## **ACCESS TO DATA**

### **Data Storage**

- ◆ Data should be stored on network drives if at all possible and the use of hard and particularly floppy disks on personal computers is discouraged, mainly from a security point of view.
- ◆ Each business unit should assign responsibility for ensuring that system back-ups and any data archiving are carried out and stored in a secure location remote from the processing site.
- ◆ Regular back-ups should be taken to maintain the integrity and availability of data.

- ◆ Users of stand-alone equipment are responsible for maintaining back-ups such that if the computer fails or is unavailable, disruption is kept to a minimum and work can continue on alternative equipment.
- ◆ Files should be managed effectively (i.e. housekeeping), to make it easier to find files and ensure that there is sufficient free disk space for other Users.
- ◆ Similarly printout of such data should be kept in an appropriate secure place.
- ◆ Files containing confidential data should be password protected to prevent unauthorised access.

### **Data Retention**

It is the responsibility of all managers to determine the period of time for which information must be retained.

Managers should make reference to statutory requirements and client contracts in order to determine such retention periods.

Users are responsible for retaining data for the prescribed retention period.

The Data Protection Act states that “Personal data held for any purpose of or purposes shall not be kept for longer than is necessary for that purpose of those purposes”.

This is a legal requirement to delete personal data once it has been finished with. This applies to all forms of the data e.g. mailshots, letters, etc. Therefore (subject to any restrictions in any client contracts):

- ◆ When data is no longer relevant or required it should be deleted.
- ◆ Data containing personal details should be deleted or de-personalised as soon as that data is no longer required.
- ◆ It is the responsibility of Users to delete old, unused data from their personal directories.
- ◆ Print output should be securely destroyed when it is no longer required.

### **Virus Detection**

Files obtained from sources outside the Company, including disks brought from home, files downloaded from the Internet, newsgroups, bulletin boards, or other online services, files attached to e-mail, and files provided by customers or vendors, may contain dangerous computer viruses that may damage the Company’s IT systems.

- ◆ Users are responsible for ensuring that the latest version of virus-checking software is activated on equipment being used.
- ◆ Users should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-Company sources e.g. home computers, without first scanning the material with Company-approved virus checking software.

If it suspected that a virus has been introduced into the Company’s network, the incident should be logged with the Support Help Desk immediately and a member of management should be notified.

**Illegal Copying**

Users may not copy material protected under copyright law or make that material available to others for copying, unless permitted to do so under the licence agreement.

Users are responsible for complying with copyright law and applicable licences that may apply to software, files, graphics, documents, messages and other material they wish to download or copy.

Users may not agree to a licence or download any material for which a registration fee is charged without first obtaining the express written permission of the Company.

All Users must be aware of these issues, and must not load or use any software which they are aware as not been licensed properly.

**COMMUNICATION OF TRADE SECRETS**

Unless expressly authorised to do so, the User is prohibited from sending, transmitting, or otherwise distributing proprietary information, data, trade secrets or other confidential information belonging to the Company.

Unauthorised dissemination of such material may result in severe disciplinary action as well as substantial civil and criminal penalties.

## SCHEDULE 7

### Information Compliance

#### 1. **General**

Without prejudice to the provisions of clause 26 (Compliance with Law and Policies), clause 30 (Information Compliance), and schedule 14 (TfL Policies) and the other provisions of this schedule:

- 1.1 the Service Provider shall in relation to this Agreement comply with the Data Protection Act 1998 (hereafter the “**DPA**”), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (hereafter the “**PECED**”) and the Computer Misuse Act 1990 and all relevant, subordinate or successor legislation relating to each of them including, without limitation, the Eight Data Protection Principles set out in the DPA;
- 1.2 the Service Provider acknowledges that TfL will rely upon the Service Provider to enable TfL to comply with its obligations under the Freedom of Information Act 2000 (hereafter the “**FOIA**”), the Environmental Information Regulations 2004 (hereafter the “**EIRs**”) and the Reuse of Public Sector Information Regulations 2005 (hereafter the “**RPSI**”) in relation to the Services and this Agreement and that the processes and procedures set out in this schedule with which the Service Provider is required to comply are important for the purposes of ensuring such compliance;
- 1.3 where there is dispute over what is required for compliance with the DPA and the other named Acts and Regulations, the Service Provider will comply with written instructions from TfL’s legal advisers, except where it is illegal for the Service Provider to do so; and
- 1.4 the Service Provider agrees to provide all reasonable additional information and co-operate fully with any investigations by TfL in relation to complaints under the DPA, FOIA, EIRs, RPSI, PECED and Computer Misuse Act 1990, including investigations relating to complaints by the Information Commissioner’s Office, the Information Tribunal and the courts.

#### 2. **Data Protection**

- 2.1 The Service Provider shall:
  - (A) and shall procure that its Personnel shall, collect and process Personal Data only in accordance with instructions and directions given by TfL. The Service Provider shall comply promptly with all such instructions or directions received by the Service Provider from TfL or any authorised representative of TfL from time to time; provided that any such instructions or directions that constitute a Change shall be dealt with through the Change Control Request Procedure;
  - (B) procure that those of its Sub-Contractors that collect and/or process Personal Data will comply with this schedule and any instructions given by TfL; and



- (C) take and implement all such technical and organisational security procedures and measures necessary or appropriate which ensure a level of security to preserve the security and confidentiality of any Personal Data collected and/or processed by it and protect any such Personal Data against unauthorised or unlawful processing, accidental loss, alteration, destruction or damage in accordance with all provisions relating to security set out in or required in accordance with this Agreement, including but not limited to the Security Plan, and shall procure that its Sub-Contractors take and implement the same standard of technical and organisational security.
- 2.2 The Service Provider shall provide TfL with such information as it may from time to time require to satisfy itself of compliance by the Service Provider with paragraph 2.1 above.
- 2.3 The Service Provider shall not (and shall ensure that its Sub-Contractors and Personnel do not) send or process any Personal Data outside the European Economic Area (or any other country deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC) without TfL's prior written consent (which consent may be subject to additional conditions imposed by TfL).
- 2.4 Unless otherwise agreed in writing with TfL, the Service Provider shall, and shall procure that its Sub-Contractors and Personnel shall, only collect, process and disclose such Personal Data as is necessary for the provision of the Services or as otherwise directed by TfL (including, without limitation, any direction by TfL to disclose Personal Data to any third party data processor used by TfL) provided that TfL shall not require the Service Provider to do anything or refrain from doing anything that constitutes a breach of any applicable Law.
- 2.5 The Service Provider shall not, and shall procure that its Sub-Contractors and Personnel shall not, at any time send Personal Data by email or other form of electronic communication unless and until adequate security measures are in place to preserve the security and confidentiality of any Personal Data sent by it or them and protect any such Personal Data against unauthorised or unlawful processing, disclosure, accidental loss, alteration, destruction or damage.
- 2.6 At all times, subject to the records retention requirements set out in clause 20.1 (Records, Audit and Inspection) of this Agreement, the Service Provider shall, and shall procure that its Sub-Contractors and Personnel shall, only retain Personal Data for as long as it is required for the Service Provider to fulfil its obligations under the Agreement. Thereafter, Personal Data will be deleted as soon as possible using adequate security measures to ensure access to deleted Personal Data will not be possible.
- 2.7 The Service Provider shall ensure that the accuracy of Personal Data held in the Enforcement System is preserved in the state in which it is received (subject to any obligations of the Service Provider to correct such data set out in this Agreement) and shall be able to amend and delete inaccurate data held in the Enforcement System either at the relevant Customer's request or when identified by any other means. The Service Provider shall maintain an audit trail identifying when amendments or deletions were made and by whom they were made.

- 2.8 The Service Provider shall, when notified by TfL, comply with any agreement between TfL and a data subject in relation to any processing which causes or is likely to cause substantial and unwarranted damage or distress to the data subject or any court order requiring the rectification, blocking, erasure or destruction of any Personal Data.
- 2.9 The Service Provider shall take reasonable steps to ensure the reliability of Personnel having access to Personal Data and to ensure that such Personnel are fully aware of the measures to be taken and the Service Provider's obligations when processing Personal Data.
- 2.10 The Service Provider shall ensure all their Personnel who may access Personal Data are suitably trained in relation to the obligations to protect Personal Data in accordance with the DPA and this Agreement, understand such obligations and comply with them and that such training is updated at reasonable intervals.
- 2.11 If the Service Provider processes bank card details under this agreement, it shall comply with the Payment Card Industry Data Security Standard (PCI DSS), the compliance of which must be confirmed annually by a qualified security assessor.
- 2.12 Following termination or expiry of this Agreement, howsoever arising, the Service Provider:
- (A) shall process Personal Data only for so long and to the extent as is necessary to comply with its legal obligations; and
  - (B) subject to this paragraph, will not retain any copy, abstract or summary of any Personal Data and will either securely destroy or securely and promptly return to TfL (in such usable format and to the extent that TfL may require) the Personal Data and relevant records and documentation accordingly.
- 2.13 The Service Provider shall, and shall procure that its Sub-Contractors and Personnel shall, comply with TfL's requirements for transfer of subject access requests received and provision of information required by TfL in relation to its obligations under the DPA from time to time. Without limitation to the generality of the foregoing:
- (A) the Service Provider shall, and shall procure that its Sub-Contractors shall, if responding directly to a subject access request, provide the relevant information within ten (10) days of initial receipt of the request from the data subject;
  - (B) the Service Provider will implement a procedure for dealing with subject access requests (the "**SAR Procedure**") to be agreed with TfL and will procure that its Sub-Contractors and Personnel comply with the SAR Procedure. The SAR Procedure will include a requirement to send a Monthly report to TfL of the number of subject access requests received, processed, refused or transferred, and the number of subject access requests where processing exceeded the ten (10) day time period specified above;
  - (C) the Service Provider shall, and shall procure that its Sub-Contractors shall, on receiving a subject access request which relates to information it does not hold, but which may be held by TfL and/ or the Core Service Provider, within

two (2) Working Days of receipt, forward such request to TfL or, where appropriate, to the Core Service Provider with a copy to TfL; and

- (D) the Service Provider shall, and shall procure that its Sub-Contractors shall, in response to a request by TfL or the Core Service Provider for information in order that the requesting party may respond to a subject access request, provide the necessary information within such time and in such form as reasonably requested by TfL or the Core Service Provider, as appropriate. If no period of time is specified in the request the necessary information shall be provided within five (5) Working Days of the date that the request is made to the Service Provider or the Sub-Contractor (as appropriate) or such longer period as TfL at its sole discretion may agree.

2.14 TfL shall be responsible for determining whether information is exempt information under the DPA and for determining what information will be disclosed in response to a subject access request in accordance with the DPA.

2.15 The Service Provider acknowledges that TfL may be obliged under the DPA to disclose information without consulting or obtaining consent from the Service Provider.

2.16 The Service Provider shall ensure that there is at all times a nominated Service Provider employee responsible for ensuring compliance with its obligations under the DPA, and the Service Provider shall ensure that it has adequate resources to perform its obligations under the DPA.

### 3. **Privacy and Electronic Communications (EC Directive) Regulations 2003**

The Service Provider shall, and shall procure that its Sub-Contractors and Personnel shall, comply with the PECED in all contact with Customers.

### 4. **Freedom of Information Legislation, Environmental Information Regulations and Reuse of Public Sector Information Regulations**

4.1 The Service Provider acknowledges that TfL is subject to the FOIA, EIRs and RPSI (and any amendment or re-enactment of any of them) and agrees to assist and cooperate with TfL to enable TfL to comply with its obligations under FOIA, EIRs and RPSI. Requests under FOIA, EIRs and RPSI which would not be provided as part of another business process, or requests which mention FOIA and/or EIRs and/or RPSI are referred to herein as “**Information Requests**”.

4.2 The Service Provider will ensure that it has document and information management systems in place that allow it to locate and retrieve information within the timescales required by TfL to meet its obligations under FOIA, EIRs and RPSI. The Service Provider shall ensure that the document and information management system that it uses provides for a full audit trail of all documentation and changes thereto.

4.3 The Service Provider shall and shall procure that its Sub-Contractors shall:

- (A) transfer to TfL’s nominated contract manager from time to time (or such other person as may be notified by TfL to the Service Provider) all Information Requests that they receive as soon as practicable and in any event within two (2) Working Days of receiving an Information Request; and

(B) in relation to information held by the Service Provider on behalf of TfL, provide TfL with details about and/or a copy of all such information that TfL requests and such information shall be provided within five (5) Working Days of a request from TfL (or such other period as TfL may reasonably specify), and in such form as TfL may reasonably specify.

4.4 TfL shall be responsible for determining whether information is exempt information under FOIA and/or EIRs and/or RPSI and for determining what information will be disclosed in response to an Information Request in accordance with FOIA and/or EIRs and/or RPSI. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by TfL.

4.5 The Service Provider acknowledges that TfL may be obliged under FOIA and/or EIRs and/or RPSI to disclose information without consulting or obtaining consent from the Service Provider.

## 5. **Breaches**

5.1 The Service Provider shall promptly notify TfL by telephone and within twenty four (24) hours provide written notice with all relevant details reasonably available of any actual or suspected breach of security and/or this Agreement in relation to Personal Data, including without limitation unauthorised or unlawful access or processing of, or accidental loss, destruction or damage of or to any Personal Data.

5.2 The Service Provider shall keep TfL fully and regularly informed until the breach of security and/or this Agreement is remedied (if capable of remedy).

## 6. **Survival**

The provisions of this schedule shall survive the expiry or termination of this Agreement.

## SCHEDULE 8

### Equality and Diversity

#### 1. Compliance

- 1.1 Without limiting any other provision of this Agreement, the Service Provider shall, in relation to the Services:
- (A) not unlawfully discriminate; and
  - (B) procure that the Service Provider's Personnel do not unlawfully discriminate, within the meaning and scope of the Sex Discrimination Act 1975, Race Relations Act 1976, the Disability Discrimination Act 1995, Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Religion or Belief) Regulations 2003 and any other relevant enactments in force from time to time relating to discrimination in employment.
- 1.2 The Service Provider acknowledges that TfL is under a duty under section 71 of the Race Relations Act 1976 to have due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups. In the performance of this Agreement, the Service Provider shall, and shall use reasonable endeavours to procure that its Sub-Contractors shall, assist and co-operate with TfL where possible in satisfying this duty.
- 1.3 The Service Provider acknowledges that TfL is under a duty under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination and harassment of disabled persons, to promote equality of opportunity, take account of disabled persons' disabilities, promote positive attitudes towards and encourage participation by disabled persons. In the performance of this Agreement, the Service Provider shall, and shall use reasonable endeavours to procure that its Sub-Contractors shall, assist and co-operate with TfL where possible in satisfying this duty.
- 1.4 The Service Provider acknowledges that TfL is under a duty by virtue of a Mayor's direction under Section 155 of the Greater London Authority Act 1999 (in respect of the Greater London Authority's duty under Section 404(2) of the Greater London Authority Act 1999) to have due regard to the need to:
- (A) promote equality of opportunity for all persons irrespective of their race, gender, disability, age, sexual orientation or religion;
  - (B) eliminate unlawful discrimination; and
  - (C) promote good relations between persons of different racial groups, religious beliefs and sexual orientation,
- and in the performance of this Agreement, the Service Provider shall, and shall use reasonable endeavours to procure that its Sub-Contractors shall, assist and co-operate with TfL where possible to enable TfL to satisfy its duty.

1.5 TfL’s workplace harassment policy (the “**Workplace Harassment Policy**”) as updated from time to time and notified to the Service Provider requires TfL's own staff and those of its contractors to comply fully with the Workplace Harassment Policy to eradicate harassment in the workplace. The Service Provider shall:

- (A) ensure that its staff who are engaged in the performance of this Agreement are fully conversant with the requirements of the Workplace Harassment Policy;
- (B) fully investigate allegations of workplace harassment in accordance with the Workplace Harassment Policy; and
- (C) ensure that appropriate, effective action is taken where harassment is found to have occurred.

2. **Equality Policy**

During the Term, the Service Provider shall comply with the Agreed Equality Policy.

3. **Diversity Training**

During the Term, the Service Provider shall comply with the Agreed Diversity Training Plan in relation to all of its employees.

4. **Supplier Diversity**

During the Term, the Service Provider shall at all times comply with the Agreed Supplier Diversity Plan.

5. **Communications Plan**

During the Term, and in all dealings with the local communities affected by the provision of the Services, the Service Provider shall comply with the Agreed Communications Plan.

6. **Monitoring And Reporting**

6.1 Subject to paragraph 6.2, the Service Provider shall use reasonable endeavours to provide to TfL on the Effective Date and subsequently every six (6) Months from the date of this Agreement (or at such lesser or greater intervals as agreed between TfL and the Service Provider) information regarding the proportion of Service Provider employees engaged in the performance of this Agreement, who are:

- (A) female;
- (B) of non-white British origin or who classify themselves as being non-white British;
- (C) from the local community; and/or
- (D) disabled.

6.2 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to TfL pursuant to paragraph 6.1.

7. **Diversity Infractions**

7.1 If the Service Provider commits a Diversity Infraction, then, without prejudice to any other right or remedy TfL might have under this Agreement, TfL shall be entitled (but not obliged) to serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction, and the Service Provider shall cease committing and remedy the Diversity Infraction, within thirty (30) days of receipt of such notice (or such longer period as may be specified in the notice).

7.2 In the event of a Diversity Infraction, TfL shall have the rights set out in clause 31.1(I) (Termination).

8. **Equality and Diversity Audit**

8.1 TfL may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with paragraphs 1 to 7 of this schedule. TfL's rights pursuant to this paragraph shall include any and all documents and records of the Service Provider and shall include the Minimum Records.

8.2 The Service Provider shall maintain and retain the Minimum Records for a minimum of six (6) years with respect to all matters in respect of the performance of paragraphs 1 to 7.

8.3 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 its obligations under this Agreement.

8.4 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:

- (A) granting or procuring the grant of access to any premises used in the Service Provider's performance of this Agreement, whether the Service Provider's own premises or otherwise;
- (B) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's obligations specified in paragraphs 1 to 7, wherever situated and whether the Service Provider's own equipment or otherwise; and
- (C) complying with TfL's reasonable requests for access to senior personnel engaged in the Service Provider's performance of this Agreement.

## ANNEX 1 TO SCHEDULE 8

### Agreed Equality Policy

**It is recognised that as this Annex has been prepared by the Service Provider, there may be some apparent conflict or inconsistency between the terms of this Annex and the other terms of the Agreement. In the event of any such conflict or inconsistency, the other terms of the Agreement shall take precedence in the order set out in Clause 1.5 of the Agreement (save that, for the avoidance of doubt, this Annex and the other Annexes to this Schedule 8 and Annex A to Schedule 6 shall have the lowest order of precedence in relation to all of the annexes and appendices in this Agreement).**

#### Equality Policy

Equita is wholly committed to the practice of equal opportunities and good race relations in employment and this is deeply embedded in every aspect of our working life.

In local government however we are aware that there are additional obligations placed on us by the Race Relations Amendment Act and the CRE Code of Practice for Employment. Whilst these requirements are already implicit in, and supported by, our Equality Policy we have supplemented this further with explicit commitments for our local authority clients. These are outlined below and should be read in conjunction with our Equality Policy on the following pages.

#### **Our Commitments and Objectives**

- Our commitment to equal opportunities and racial equality is promoted in all of our management procedures including recruitment and selection, training and development, promotion, discipline and dismissal, pay, benefits and all conditions of the service.
- Victimisation, discrimination and harassment in any form are unacceptable and are treated as misconduct by Equita in accordance with our disciplinary procedures. Where any employee complains of victimisation or harassment this will be dealt with under our grievance and harassment procedures.
- Guidance for employees is provided in Equita's Equality Policy, which is contained in our Employee Handbook and compulsory training is provided to all managers.

#### **Monitoring**

We actively monitor the application of our Equality Policy and undertake regular reviews of our existing procedures and amend and update where necessary to ensure equality of opportunity and good race relations is delivered in all areas of employee relations and management.

We have a formal system to help us actively monitor the profile of our workforce and guard against race discrimination within Equita. We are able to run detailed reports on the number of job applications and the diversity and profile of all our employees.



Where monitoring indicates under-representation of any group, we will review our procedures and policies and amend these regularly, where appropriate. In addition, we will take advice from CRE, racial equality councils or the Equality in Employment Advisory Service; and we are committed to taking appropriate actions as a result of that advice.

## **Consultation**

Equita ensures that consultation on race equality issues is undertaken at a local level normally via our staff associations. This remains a regular agenda item for discussions within the managements meetings. We promote an “open door” policy in order that our employees can discuss workplace issues or concerns on any matter directly with management.

***NB – This policy is owned and updated by Adrian Bates, Equita’s Equal Opportunities Committee Chair, who oversees the effective implementation of this policy and any amendments.***

**This policy covers all Equita employees, regardless of position or status, and to contractors and sub-contractors where utilised.**

Equita's commitment to the principle of equal opportunity in employment is a feature of its employment practices and procedures. Equita implements and monitors an Equality Policy to prevent unlawful discrimination and ensure that equal opportunity is genuinely available. We are committed to the promotion of equality of opportunity in all areas of work and employee relations, and our policy is clearly communicated to all employees.

It is the policy of the company that no person acting on our behalf shall discriminate in any situation against another individual or group, directly or indirectly, because of sex, marital status, age, disability, colour, race, nationality, citizenship, ethnic or national origin, creed religion or sexual orientation.

These principles apply to recruitment selection, training, promotion, transfer, pay, benefits and performance appraisal procedures in addition to all terms and conditions of employment. To ensure that Equita maintains the highest standards of equal opportunities, existing procedures and criteria are regularly reviewed and, if considered necessary, changes are made. The application of our policy is monitored at line, senior and executive management level.

Equita endorses the principle that the workforce should reflect, as far as is reasonably possible, the composition of the local community. We regularly monitor the effects of selection decisions and personnel practices and procedures to determine achievement of equal opportunity. Care is taken to ensure that information collected on any individual's ethnic origins is solely for the purpose of monitoring equal opportunity and is protected from misuse.

Equita's Equality Policy covers all aspects of our activities and ensures the company works in full accordance with all relevant legislation, including:

- The Race Relations Act 1976, as amended by the Race Relation (Amendment) Act 2000
- The Race Relations Code of Practice for the elimination of racial discrimination and the promotion of equality of opportunity in employment as approved by Parliament in 1983
- The Race Relations Act (Amendment) Regulations 2003
- The Employment Equality (Religion or Belief)(Amendment) Regulations 2003
- The Disability Discrimination Act 1995
- The Equal Pay Act 1970 (Amendment) Regulations 2003
- The Sex Discrimination Act 1975 (Amendment) Regulations 2003
- The Employment Equality (Sexual Orientation) Regulations 2003
- The Age Discrimination Act 2006

Although primary responsibility for providing equal opportunity rests with Equita as the employer, individual employees at all levels and of all racial groups also have responsibility.

Equita believes that our success is a direct result of the experience and quality of our employees. We are therefore committed to focusing our employment procedures and practices on maximising the potential of each unique individual contribution. We believe this is best achieved by developing our employees' talents whilst recognising their differences. By treating people fairly and equally, but accepting and embracing their diversity, we can also improve our market competitiveness, foster innovation and enhance our corporate responsibility and employee relations.

- To ensure equality, diversity and inclusion in the workplace and community.
- To offer fair treatment in every aspect of working life in Equita, from our written procedures through to every decision made.
- To promote a culture where each employee and colleague is treated with respect and dignity and recognises the value that a diverse workforce can bring.

To achieve these aims, Equita will commit to the following:

- Ensure that the principles of this policy are embedded in HR strategy and all policies and procedures are regularly monitored and reviewed
- Provide awareness training and guidance to all employees and managers to ensure Equita's commitment to diversity is known and understood. This will be achieved mainly through e-Induction, Managers' Guide training and our Employee Handbook
- Monitor and measure diversity at every stage of employment to remove any direct or indirect discrimination
- Challenge and investigate discriminatory behaviour and enforce the disciplinary procedure, when this is considered necessary
- Communicate and regularly review the positive initiatives that have been implemented and ensure ever wider access to them
- Support and uphold the communities in which we live and work and ensure that we are involved, accessible, socially responsible and perceived as a positive presence
- Work with external groups and advisory bodies to keep up-to-date and aware of the necessary issues and best practice.

## **Recruitment and Selection**

Equita's recruitment policy is based solely on the necessary and justifiable job requirements and the individual's ability and fitness for the work.

Job descriptions and personnel specifications are drawn up for each vacant post. Where posts are advertised externally, consideration is given to the most appropriate

outlets to ensure that a wide range of potentially suitable applicants have the opportunity to apply.

Selection methods, including interviews, are conducted in accordance with documented and standardised procedures and checklists, designed to ensure that discrimination forms no part of the recruitment process. The objective is to make each appointment on the grounds of selecting the most suitable candidate for the post.

Vacancies are advertised internally and externally. Where advertised externally, the most appropriate outlets are considered so that the widest ranges of potentially suitable applicants are given the opportunity to apply. These include job centres, local journals and media and national press. Recruitment advertisements contain an appropriate statement on our commitment to equal opportunities.

Analysis of successful and unsuccessful applicants by sex, marital status, race/ethnic origin and disability is carried out to ensure that discrimination does not occur. Ongoing monitoring and analysis of these reports provides the basis for appropriate action to be taken to eliminate any unlawful direct or indirect discrimination.

### **Training, Development and Promotion**

Equita's comprehensive training and development programme provides employees with the appropriate skills and knowledge to ensure success in their roles and fulfilment of their career potential.

Our performance review and appraisal systems ensures that all staff have the opportunity to take part in job specific training and receive an individual performance plan designed to promote their opportunities and career advancement. The appraisal process is carried out in accordance with clearly laid down criteria to ensure that its application is free from discrimination at every stage.

Whenever undertaking processes to select between groups of staff, for instance for promotion or in redundancy situations, Equita undertakes to ensure that a fair and consistent procedure is applied and that the selection criteria applied are free from discrimination and based on objective assessments of competence. Promotion opportunities are available to all our employees on an equal basis.

### **Disability**

Our Equality Policy encompasses people with disabilities. Wherever possible, disabled applicants are considered without reference to their disabilities. If possible, jobs and workplaces are adapted to the needs of disabled employees.

## **Maternity and Paternity Leave**

Equita makes full provision for maternity leave and recognises the statutory rights of all women to return to work.

Female employees are allowed reasonable time off work, at full pay, to attend antenatal care, parenting and relaxation classes. Maternity leave is counted as continuous service for calculating statutory rights and entitlements.

Equita also recognises the role fathers and adoptive parents play in caring for their children and, in accordance with the Employment Act 2002, grants two weeks paid paternity leave for working fathers and twenty-six weeks paid and twenty-six weeks unpaid leave for working adoptive parents.

Requests from parents to change the number or pattern of hours worked to accommodate childcare arrangements are considered sympathetically.

## **Pay Awards**

Equita's arrangements for determining employees' salaries are based on the principle of rewarding individual merit. The procedures used to operate these arrangements are designed to ensure that pay awards are based on objective criteria free from discrimination and have due regard to the principle of equal pay for work of equal value.

## **Flexible Working**

Equita believes in allowing employees to balance their work and family responsibilities and, in accordance with the Employment Act 2002, we consider all requests to change to flexible working in an objective and sensitive manner.

## **Grievance Procedure**

While it is hoped and intended that most problems can be resolved on an informal basis, Equita's grievance procedure exists to enable causes of genuine concern to be dealt with equitably.

Any employee who believes he/she has been discriminated against (including harassment) can raise the matter under the Grievance Procedure or by using the Open Door Policy (where any employee can discuss any matter with his/her manager or another manager or any Director, in complete confidence). A clear and well publicised Grievance Procedures ensures that every opportunity is provided to address any area or situation where discrimination is perceived to have arisen.

## Disciplinary Procedures

Equita takes a serious view of any and all discrimination, and any breach of this Equality Policy will be treated as a disciplinary offence and dealt with in accordance with the company's disciplinary procedures.

## Policy Review

Equita has formulated an equal opportunities committee, to implement our policy. The committee consists of the Managing Director, the appointed Equal Opportunities Officer and our Human Resources Representative.

This committee meets on a regular basis to review the effectiveness of the policy and to:

- Analyse the information provided by the monitoring process
- Assess this information against the objectives stated within the policy to identify how the policy is working in practice
- Suggest remedies for any failures that may be identified
- Assess the success of the proposed remedies over time

On an annual basis the committee also considers the overall Equality Policy and, if required, amendments are made and an updated policy is issued, which is communicated to all employees.

To ensure that this policy and other procedures are operating effectively, Equita continuously monitors and measures the records of our employees, benchmark our performance as a company and ensure that any patterns or trends are identified.

To achieve the aims and commitments of this policy, Equita will ensure that further monitoring will take place, in the form of:

- A questionnaire for all new staff
- Quarterly statistics, broken down into diversity categories
- Continuous monitoring of our central employee database to ensure the application and effectiveness of this policy

## Communication to Employees

A copy of our Equality Policy is issued to all employees upon commencement of their employment with Equita. Employees are also made aware of their responsibilities during their induction training and also receive our Employee Handbook and access to our Intranet, which provides regular updates on all policies operated through the company.

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>ED1</b> Ensure that the principals of the Equality Policy are embedded into our HR strategy and all policies and procedures are regularly monitored and reviewed and always striving to ensure that the workforce reflects, as far as reasonably possible, the composition of the local community.</p>	<p>Reviewed annually by the Equal Opportunities Committee and any trends/patterns reported direct to the Senior Management Team for analysis and any action.</p>	<p>To promote Equita’s commitment to equality and diversity in the workplace, our managers are instructed to pay special attention to the manner in which they approach each stage of the recruitment process, particularly ensuring that there is no direct discrimination.</p>	<p>Currently conducted after the completion of each financial year.  Voluntary questionnaire to be completed by end of January 2010.</p>	<ul style="list-style-type: none"> <li>• Adrian Bates, Compliance Manager</li> <li>• Alicia Evans (Head of HR and Personnel)</li> </ul>	<ul style="list-style-type: none"> <li>• SAP system</li> <li>• In-house development software</li> <li>• HR department</li> <li>• Equal Opportunities Committee</li> </ul> <p>SAP and our in-house developed software contain the information of all personnel who have applied for a job within Equita in the last 6 years.</p>	<p>Proposal to review statistical information from our systems every 6 months. Any trends/patterns to be identified, any action taken on any possible discrimination and Equality Policy and Strategic Plan to be amended by Adrian.</p>



Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
		To research the possibility of issuing a voluntary equality questionnaire to employees to help monitor the key 6 areas of diversity.				Target response rate for equality questionnaire 70%.

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>ED2</b> Raising awareness through training and communications.</p>	<p>A combination of 8 different training options to raise awareness with new and current employees of Equita.</p>	<p>Formally appoint our own Diversity Champion to act as a role model and mentor.</p> <p>Explore the options surrounding additional and more regular refresher courses for current employees.</p> <p>Source additional e-recruitment and e-learning initiatives to promote blended learning and remove barriers.</p>	<p>Training currently undertaken during an employee's first 3 months at Equita and then reviewed on an annual basis.</p> <p>Additional e-recruitments and e-learning initiatives to be identified and established by end of January 2010.</p>	<ul style="list-style-type: none"> <li>• Senior Management Team</li> <li>• Group HR</li> <li>• Departmental Managers</li> </ul>	<ul style="list-style-type: none"> <li>• Venues for additional classroom training</li> <li>• Diversity Champion</li> <li>• Head of HR and Personnel</li> <li>• Sourcing new training material (both written and electronic)</li> </ul>	<p>Conduct regular champion meetings to ensure that messages are being collected and shared across the company. Ensure that the implementation of new monitoring methods has been successful and are fully operational. Allocate the responsibility of training and refresher courses to each departmental manager.</p>

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>ED3</b> Communicate and regularly review the positive initiatives that have been implemented in relation to the above objective.</p>	<p>Announcement of any acknowledgements in quarterly newsletter (Recap) and publication on Equita website.</p>	<p>To ensure we are pro-active towards the eradication of discrimination in any form, we will commit to the guidelines of the Job Centre Plus and seek their 2 tick accreditation. Set up a dedicated focus group to address the progress of our actions and to discuss any diversity issues and initiatives.</p>	<p>Currently announced ad-hoc when received.  We propose regular reviews through the newly appointed focus group and announce our progresses in Recap on a 6 month basis.  Focus group to be established by November 2010.</p>	<ul style="list-style-type: none"> <li>• Senior Management Team</li> <li>• Volunteers to form the focus group</li> <li>• Adrian Bates, Compliance Manager</li> </ul>	<ul style="list-style-type: none"> <li>• HR and Personnel</li> <li>• MGEP Website</li> <li>• Recruitment and Selection Procedures</li> <li>• Representatives of the Focus Group and Senior Management Team</li> </ul>	<p>The production of reports from our SAP and in house systems.  Focus group to report direct to the Senior Management to monitor their success. Proposals to conduct meetings at 6 monthly intervals for the first year, with a view to reduce to annual meetings providing all are well.</p>

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>ED4</b> Increase equality throughout our employment lifecycle by monitoring and measuring diversity at every stage of employment.</p>	<p>Recruitment campaigns targeted specifically in the areas for which we seek to recruit employees i.e. advertise only in London for staff who will be based in London.</p>	<p>Positively encourage applications from all sections of workforce and promote examples of successful applicants from the ethnic minority backgrounds.</p> <p>Also explore the options available to conduct equality and diversity surveys amongst all members of the Equita workforce.</p>	<p>To conduct 2 recruitment campaigns every year ensuring maximum resources for this contract. Staff will be recruited from London conveying local knowledge and expertise (November 2009 and May 2010).</p> <p>To conduct equality and diversity surveys on an annual basis, preferably electronically, commencing January 2010.</p>	<ul style="list-style-type: none"> <li>• Alicia Evans, Head of HR and Personnel</li> <li>• Bernard Hillon, Director of Operations</li> </ul>	<ul style="list-style-type: none"> <li>• HR and Personnel</li> <li>• Bailiff Manager and Operations Department</li> <li>• Senior Bailiffs</li> </ul>	<p>Analysis of statistical data collected from our systems allowing us to identify any trends/patterns that may occur in our recruitment process for the local area.</p> <p>To increase all areas of diversity by 1% by November 2010.</p> <p>Collate data from exit interviews to establish if there are any diversity issues around their departure</p>

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>ED5</b> Challenge and investigate discriminatory behaviour and enforce the disciplinary procedures currently in place.</p>	<p>Formal reports of discriminatory behaviour are discussed with the Senior Management Team and the Head of HR and Personnel and appropriate action taken in accordance with our current Disciplinary, Grievance and Harassment Procedures. Advice can also be sought from Group HR if necessary.</p>	<p>Ensuring all managers within the company have all the tools, procedures and advice available to handle any formal complaint that may arise.</p>	<p>A one-day refresher workshop is held for all existing managers every 18 months.  This will change to one every 12 months starting January 2010.</p>	<ul style="list-style-type: none"> <li>• Adrian Bates, Compliance Manager</li> <li>• Alicia Evans, Head of HR and Personnel</li> <li>• Peter O'Brien, Managing Director</li> </ul>	<ul style="list-style-type: none"> <li>• All managers currently employed by Equita</li> <li>• HR and Personnel</li> <li>• Production and distribution of training material</li> </ul>	<p>HR to report to Senior Management Team on diversity related grievances and disciplinary, grievance and harassment policies to be reviewed following any actions that may arise.</p>

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>ED6</b> Establish external recruitment links to help in the recruitment of all ages and groups.</p>	<p>Access to Capita's Group Graduate Training Scheme (GGTS). We also have close relations with Job Centre Plus and local recruitment agencies.</p>	<p>Explore links with organisations such as Graduate Advantage and Train to Gain. Ensure our relationship with Job Centre Plus and recruitment agencies is strong.</p>	<p>Every 6 months to reflect our corporate recruitment campaigns (November 2009 and May 2010).</p>	<ul style="list-style-type: none"> <li>• Alicia Evans, Head of HR and Personnel</li> <li>• Peter O'Brien, Managing Director</li> </ul>	<ul style="list-style-type: none"> <li>• HR and Personnel</li> <li>• Graduate Advantage</li> <li>• Train to Gain</li> <li>• Colleges/Universities</li> <li>• Job Centres</li> <li>• Local media</li> </ul>	<p>Monitoring employee data via SAP and in-house system. Results to be presented annually. Aim to increase number of applicants referred for employment from external links 5%.</p>
<p><b>ED7</b> To monitor the diversity of the workforce as %</p>	<p>Regular review meetings to analyse diversity reports.</p>	<p>Tailor reporting process for specific target groups both individually and collectively.</p>	<p>November 2010</p>	<ul style="list-style-type: none"> <li>• Adrian Bates, Compliance Manager</li> <li>• Julie Tilley, IT Manager</li> </ul>	<ul style="list-style-type: none"> <li>• IT department</li> <li>• Equal Opportunities Committee</li> </ul>	<p>Once established, new reporting to be analysed on an annual basis.</p>

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>ED8</b> Ensure maximum flexibility for job sharing, flexible working and part time jobs.</p>	<p>Option discussed with departmental manager if raised by the employee.</p>	<p>To promote our flexibility in these areas with new and existing employees.</p>	<p>November 2010.</p>	<ul style="list-style-type: none"> <li>• Peter O’Brien, Managing Director</li> <li>• Alicia Evans, Head of HR and Personnel</li> </ul>	<ul style="list-style-type: none"> <li>• HR and Personnel</li> </ul>	<p>To show an increase in the objectives as set out in KPI table at the end of this document.</p>
<p><b>ED9</b> To minimise any complaints received from equality and diversity target groups.</p>	<p>Details monitored on our CRM database and reviewed regularly by Complaints Manager and Compliance Manager.</p>	<p>To set measurable objectives to reflect actions in reducing complaints.</p>	<p>November 2010.</p>	<ul style="list-style-type: none"> <li>• Adrian Bates, Compliance Manager</li> <li>• Karen Fowler, Complaints Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Compliance Department</li> <li>• CRM Database</li> </ul>	<p>To see a steady decrease in complaints received as per our KPI’s stipulated in the table.</p>

**Key Performance Indicators**

Equita work towards the following key performance indicators (KPI's) throughout the duration of the contract with Transport for London. Each action point is referenced to the table above.

<b>Policy and Strategic Plan</b>	<b>2009/2010</b>	<b>2010/2011</b>	<b>2011/2012</b>	<b>2012/2013</b>	<b>2013/2014</b>
<b>ED1</b> Level of satisfaction from staff survey results for different equality and diversity target groups.	70% of all employees	75% of all employees	80% of all employees	85% of all employees	90% of all employees
<b>ED1</b> Proportion of staff that agree company is an equal opportunities employer.	70% of all employees	80% of all employees	85% of all employees	90% of all employees	95% of all employees
<b>ED4</b> % of job applicants received from 6 key target groups.	+ 1%	+1%	+1%	+1.5%	+1.5%
<b>ED4</b> Number of local people employed.	+1.5%	+1.5%	+1.5%	+2.5%	+2.5%



Policy and Strategic Plan	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
<b>ED6</b> In relation to applicants put forward by recruitment agencies; % from different target groups that are appointed.	+2%	+2%	+2%	+2%	+2%
<b>ED6</b> Number of adverts aimed at equality and diversity target groups.	+2%	+3%	+3%	+4%	+4%
<b>ED7</b> % of workforce that is from the different equality and diversity target groups.	+1%	+1%	+1.5%	+2%	+2%
<b>ED8</b> % of flexible working, job sharing and part time jobs occupied across the company.	+1%	+1%	+1.5%	+1.5%	+1.5%

Policy and Strategic Plan	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
<b>ED9</b> Complaints received from equality and diversity target groups.	-10%	-10%	-10%	-10%	-10%

## ANNEX 2 TO SCHEDULE 8

### Agreed Diversity Training Plan

**It is recognised that as this Annex has been prepared by the Service Provider, there may be some apparent conflict or inconsistency between the terms of this Annex and the other terms of the Agreement. In the event of any such conflict or inconsistency, the other terms of the Agreement shall take precedence in the order set out in Clause 1.5 of the Agreement (save that, for the avoidance of doubt, this Annex and the other Annexes to this Schedule 8 and Annex A to Schedule 6 shall have the lowest order of precedence in relation to all of the annexes and appendices in this Agreement).**

#### **Diversity Training Plan**

Diversity training, both in the form of classroom workshops and online modules is mandatory for all Equita employees. This is in the best interests of Equita and is rolled out consistently and equitably in every part of our company including this service.

To support the implementation of our Equality and Diversity Action Plan, we have developed a robust Diversity Training Plan. This plan reflects our aim's to communicate, educate and disseminate Equita's commitment to equality and diversity and to deliver comprehensive and effective awareness training to each individual employee.

#### **Learning Goals and Outcomes**

The Diversity Training Plan details a range of learning initiatives and shares the same over-arching goals and aims of our group action plan:

- To raise awareness of equality and diversity issues throughout the company
- To promote tolerance and understanding between employees
- To demonstrate that diversity contributes to the richness of Equita and to detail the benefits of embracing this
- To increase employee awareness of the equality and discrimination laws and ensure managers and employees understand their legal responsibilities
- To ensure employees appreciate and adequately handle customers of all demographics
- To prevent any form of discrimination or harassment in the workplace
- To improve internal employee relations
- To help Equita to build more effective working teams
- To provide management with specific skills designed to attract and retain a diverse workforce
- To develop the skills, knowledge, attitudes and behaviours that will best support Tfl's aims and service

#### **Content**

Equita has conducted a needs analysis within the business and all training undertaken in the service supports our current diversity training requirements and future initiatives.

The content of each specific training course is detailed in our Diversity Training Plan however the main themes that run through all forms of diversity learning are:

- That diversity is about similarities as well as the differences, among and between individuals at all levels of the organisation and in society in general
- That there are real benefits to Equita in having a variety of views, approaches and perspectives within our workforce
- That there are specific interpersonal skills required from all employees in order to provide services to, work with and manage persons and groups with similarities and differences
- That Equita expect all employees to exhibit, in all workplace contacts, behaviour that respects each individual, preserves human dignity, honours personal privacy and values individual differences as well as common characteristics

### **Training Programmes**

Diversity training within the service provided to TfL will be aligned with our Diversity Training Plan which details learning activities broken down into two areas:

#### **Diversity Training**

- e-Induction diversity awareness training module
- Onsite induction training
- Online diversity training tool
- Managers' guide to employment practices
- Diversity awareness workshops (general)
- Diversity awareness workshops (for management)
- HR staff training
- One to one coaching

#### **Diversity Awareness Tools and Initiatives**

- Use of diversity champions
- Equality and diversity policy
- Anti-harassment policy, equal pay policy, flexible working policy, recruitment and selection procedures
- Performance management procedures
- Use of CAPITAconnect (intranet facility)
- Your guide to Equita and the Capita Group
- Focus groups
- Union involvement
- Recap (the group wide employee newsletter)
- Posters
- Supplier diversity awareness

## **Planning and Control**

All diversity training is adequately planned and reviewed prior to any delivery. This includes:

- A thorough review by the author of the training or the person who has selected the learning material
- If training is developed or conducted by a contractor, a review of the training material will take place by a competent, knowledgeable training specialist (in-house)
- All training material or learning tools will be reviewed by a HR representative
- Prior consultation with the appropriate employee committee/focus groups
- All proposed diversity training will be piloted within HR in the first instance and Equita will use participant feedback to modify the course
- Prior to any course, Equita will also determine if it is appropriate for managers to attend the same course as their direct reports and ensure Equita is consistent with the planning around this

## **Training Delivery, Methods and Materials**

It is vital that Equita's approach to diversity training and the methods and materials used are appropriate to our culture, the audience and the nature of the diversity issues that we wish to address at that particular time. However, Equita has identified some key approaches to diversity training:

- One of Equita's main focuses for diversity training will be via e-Learning or a web-based training medium
- Equita also recognise that for subjects like diversity, employees often learn best by exchanging feedback about their experiences. Workshop training will, therefore, follow e-Learning modules and offer learners the opportunity to describe the results of applying the new information and methods and to discuss what they thought would happen, what actually happened and why, and what they gained from the experience
- Training will be focused on real-life situations and problems within the workplace, as it is often difficult for delegates to translate the discussions about simulated situations (e.g. case studies) back to the workplace. Trainers will constantly ask the question "How will this learning affect the real world?"
- In addition to discussions, Equita may use a variety of methodologies including offering additional reading material, quizzes, lecture, role play, structured experiences, videos or PowerPoint presentations
- Due to the nature of the subject matter, the trainers will approach discussions sensitively and the sharing of individual experiences will be voluntary and limited to work related issues
- Should an employee need to discuss personal issues or conflicts, in confidence, he or she will be advised to seek assistance from their line manager or from HR
- All training will be provided in a supportive and non-coercive environment where participants feel safe discussing workplace experiences and practicing appropriate interpersonal skills and expected behaviours

- The trainer will obtain a consensus on the “ground rules” for class interaction early in the training activity (including agreement on what is permissible to discuss in class and what is not)
- The trainer will allow sufficient time for processing each learning exercise and continually monitor participant reaction. The trainer will take appropriate measures to address issues if they are raised
- In addition to e-Learning and other formal training deliveries, it is important to realise that diversity training and awareness will also take other forms such as:
  - On the job training – this can be very powerful when complemented with new information and methods, and time for reflection
  - Internal communications will continue to raise awareness and tackle specific issues individually; these take the form of focus groups, internal magazines, posters and other employee documentation

### **Trainers**

Equita uses a number of trainers to deliver diversity training within the service. These include:

- On-site HR advisor
- Representatives from group HR
- Capita Symonds
- Freelance training consultants

In each instance, Equita will ensure that the trainer has relevant subject matter expertise, with demonstrated knowledge and understanding of diversity. They will also have demonstrated the interpersonal skills and competence in managing potentially sensitive, group dynamics that are required for this type of training.

The training courses available can vary from one day workshops to 4 day intense courses depending upon the information being covered and the type of group being trained e.g. equality representatives, new starters, senior management.

### **Evaluating the Learning**

For each method of training and learning provided, Equita will endeavour to measure the extent to which it meets the established goals and learning objectives and to monitor the quality and effectiveness of training and the reactions of participants and trainers. This evaluation will take the form of:

- Use of end of course evaluations to assess participation reaction and the effectiveness of any learning technique adopted
- Trainer feedback and comments
- Increased employee understanding of workforce equality and diversity issues
- Improved operational performance
- Demonstrably improved interpersonal skills and behaviours
- Employee and customer satisfaction

### **Continuous Improvement**

In line with feedback mechanisms, Equita continually revises and improves training methods and materials as warranted in response to feedback from participants and trainers.

Equita also continues to adopt new evaluation methods to measure the attainment of learning outcomes, transfer of learning, as well as ways of measuring the extent to which the training contributed to improvements in individual and/or organisational performance.

From the point of preferred supplier notification, Equita will work with TfL and key stakeholders to develop detailed annual plans for the delivery of the equality and inclusion programme. The ongoing monitoring and maintenance of progress against the objectives of the plan will be managed through the agreed governance structure and specifically at the service review meetings.

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>TP1</b> To provide comprehensive awareness to all employees at all levels of Equita to ensure that the company's commitment to equality and diversity is known and understood.</p>	<p>Induction training specific for each department is carried out as required.  Manager's guide to employment practices, combined with diversity awareness is provided in the form of a manual and a one day workshop.</p>	<p>Source the possibility of an e-induction diversity awareness module for new employees at Equita and the option of an online diversity training tool (for all employees at all levels) that promotes diversity awareness whilst also identifying the key areas of discrimination and the guidance and advice available.</p>	<p>Induction training is carried out as deemed necessary by the departmental manager.  Managers attend a one day workshop every 12 months starting January 2010.</p>	<ul style="list-style-type: none"> <li>• Head of HR and Personnel</li> <li>• Departmental Managers</li> <li>• Equal Opportunities Committee</li> </ul>	<ul style="list-style-type: none"> <li>• All managers</li> <li>• HR and Personnel</li> <li>• All new employees</li> <li>• All existing employees</li> <li>• On-site trainer</li> <li>• Classroom facilities</li> <li>• MGEP website</li> </ul>	<p>Annual reports to be run to monitor the on-line diversity training.  Workshop attendance to be recorded. Target attendance rate of 90%.  Review of workshop content to ensure up to date with current legislation and employment practices.</p>



Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>TP2</b> To ensure the maximum allowance for tools and initiatives to all employees throughout Equita.</p>	<p>Equita currently operates an Anti-Harassment Policy, Disciplinary Procedures, an Equal Pay Policy, an Equality Policy, Grievance Procedures and Recruitment and Selection Procedures.</p>	<p>To introduce a Diversity Champion.  To write a Performance Management Procedure, which will allow managers to ensure all members of their department have completed the on-line diversity training and attended the relevant workshops.</p>	<p>November 2009.</p>	<ul style="list-style-type: none"> <li>• Senior Management Team</li> <li>• Equal Opportunities Committee</li> <li>• HR and Personnel</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> <li>• All managers</li> <li>• Group HR</li> </ul>	<p>All policies to be reviewed on a regular basis to ensure compliance with current legislation and to ensure that they are driving improvement in our diversity targets.</p> <p>Annual review meetings between the Equal Opportunities Committee and our Diversity Champion commencing November 2010.</p>

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
		To develop the use of the company's Intranet to educate staff on equality and diversity practices within the company and equality and diversity legislation.				Formal written feedback and anecdotal feedback in relation to training workshops and the increased use of the Intranet. Aim to increase the use of the Intranet facilities by 3%.

**Key Performance Indicators**

Equita work towards the following key performance indicators (KPI's) throughout the duration of the contract with Transport for London. Each action point is referenced to the table above.

<b>Policy and Strategic Plan</b>	<b>2009/2010</b>	<b>2010/2011</b>	<b>2011/2012</b>	<b>2012/2013</b>	<b>2013/2014</b>
<b>TP1</b> % of staff trained annually in equality and diversity.	+3%	+3%	+4%	+4.5%	+4.5%
<b>TP2</b> % of staff aware of equality and diversity support networks throughout the company.	+75% of all employees	+80% of all employees	+85% of all employees	+90% of all employees	+95% of all employees

## ANNEX 3 TO SCHEDULE 8

### Agreed Supplier Diversity Plan

**It is recognised that as this Annex has been prepared by the Service Provider, there may be some apparent conflict or inconsistency between the terms of this Annex and the other terms of the Agreement. In the event of any such conflict or inconsistency, the other terms of the Agreement shall take precedence in the order set out in Clause 1.5 of the Agreement (save that, for the avoidance of doubt, this Annex and the other Annexes to this Schedule 8 and Annex A to Schedule 6 shall have the lowest order of precedence in relation to all of the annexes and appendices in this Agreement).**

### **Supplier Diversity Plan**

#### **Diverse Suppliers**

Many diverse suppliers face specific challenges associated with a lack of time, resources and information overload when addressing equality issues and providing for diversity training in particular.

A key strength of the service is the positioning of Equita within our parent company and the resources and focus that this affords. The group approach to diversity training reflects the immense diversity that is already a rich and integral part of the group. We recognise the benefits, not only for moral and social reasons but also to Equita as a business in valuing people as individuals. Equita continually refines its approach to equality and inclusion through our Equal Opportunities Committee.

As a provider of key service to the public, Equita is committed to managing the business in a responsible manner and making a positive contribution to the wider community.

Equita has worked hard to build a sustainable business for employees, customers, suppliers and the community we work within. We are constantly seeking new ways to benefit all stakeholders. Our commitment to improving the quality of service provided to our clients in the public and private sectors means that Equita is always at the forefront of the market in terms of service quality and innovation.

Equita insists on integrity and honesty in all its dealings with employees, customers and suppliers, requiring all employees to:

- Show mutual respect for those Equita work with, valuing their skills, experience and the contributions they make
- Act with integrity and be honest in all dealings with people by being open minded and ready to listen
- Take ownership and be accountable for all actions
- Act in a professional manner, taking account of relevant factors as Equita make decisions and act in the best interests of the business

## **Responsibility of Stakeholders**

Operating a profitable business is paramount to achieving sustainability however increasing profits at any cost is neither sustainable nor acceptable. Equita is therefore committed to being responsible in the way our company operates. This will ensure sustainability and confidence which, with continuous business growth and success, engenders for all of our stakeholders, including suppliers.

We view supplier diversity not as an obligation but as an opportunity that makes sound business sense. All aspects of the business enjoy the advantages of diversity with us benefiting from diversity in the workforce, customer base, client base and supply base.

We recognise the responsibility it has in the communities in which we operate to offer the same opportunities to all suppliers and to proactively open up the supply chain to diverse suppliers.

As part of the Capita Group, we are currently in the process of putting forward initiatives that aim to increase the number of diverse suppliers that supply goods and services across the group. We do not seek to positively discriminate in favour of specific types of business; rather we aim to provide a level playing field to allow all firms equal opportunities. Our group procurement process for this is transparent, objective and non-discriminatory in the selection of suppliers.

Our commitment to greater social responsibility means that we have recognised that diversity of suppliers plays a key role in a modern, dynamic economy and are an important source of new ideas, innovation and support.

Equita fully embraces and takes guidance from TfL's own Equality and Inclusion Goals and Supplier Diversity Programme.

## **Monitoring, Encouraging and Supporting Diverse Suppliers**

Equita reviews and quantifies its supplier base on an annual basis to ensure that any possibility of discrimination is eliminated and also to show our commitment and support to the development of local businesses, SME's, BAME's etc.

By establishing and maintaining Equality Impact Assessments throughout the duration of the service, we are able to engage with our suppliers on our current policies and procedures and to maximise communication when other opportunities throughout the company, and the group, become available. This ensures that all companies, regardless of their size or location, have a fair and transparent opportunity in providing a service to us.

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>SD1</b> To review and quantify the supplier base of Equita.</p>	<p>Annual reporting to the Senior Management Team.</p>	<p>Feedback to be sought from all employees who will have dealings with our suppliers.</p>	<p>January 2010 every 12 months.</p>	<ul style="list-style-type: none"> <li>• Peter O'Brien, Managing Director</li> </ul>	<ul style="list-style-type: none"> <li>• All managers and employees who deal direct with the suppliers</li> </ul>	<p>By ensuring that our corporate guidelines and policies are adhered to at all times, providing us with a first class service.</p>
<p><b>SD2</b> To develop and maintain a framework for gathering and using E&amp;I for sub contractors.</p>	<p>Group Supplier Programme.</p>	<p>To regularly review the framework to reflect our ever changing supplier database and legislation.</p>	<p>January 2010 every 12 months.</p>	<ul style="list-style-type: none"> <li>• Adrian Bates, Compliance Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Adrian Bates</li> <li>• Departmental Managers</li> </ul>	<p>Ensure framework is developed in line with best practice and legislation and to set targets for the entire supply chain.</p>
<p><b>SD3</b> To diversify the supplier base and to support development of SME suppliers.</p>	<p>No formal procurement process takes place with the exception of brand development.</p>	<p>Source detailed information for the introduction of a formal procurement process.</p>	<p>Procurement process to be run every 3 years Starting January 2011.</p>	<ul style="list-style-type: none"> <li>• Adrian Bates, Compliance Manager</li> <li>• Samantha Stubbs, Bid Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Departmental Managers</li> <li>• Development and production of tender and contract requirements</li> </ul>	<p>Formal notices advertised through appropriate channels. Aim to increase expressions of interest by 2% every 3 years.</p>

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>SD4</b> To establish and maintain Equality Impact Assessments.</p>	<p>Equita does not currently undertake equality impact assessments.</p>	<p>To establish, maintain and update equality impact assessments on a regularly basis.</p>	<p>Every 12 months starting January 2010.</p>	<ul style="list-style-type: none"> <li>• Adrian Bates, Compliance Manager</li> <li>• Head of HR and Personnel</li> </ul>	<ul style="list-style-type: none"> <li>• Equal Opportunities Committee</li> <li>• HR and Personnel</li> <li>• Departmental Managers</li> </ul>	<p>Ensuring that there are no unexpected, major changes unless directed by new legislation.</p>
<p><b>SD5</b> To engage with suppliers and informing suppliers of opportunities available in Equita.</p>	<p>Suppliers speak to their relevant contact to ask about further opportunities.</p>	<p>Look into the possibility of developing a dedicated section on our website where suppliers can log in and search to see if any additional opportunities have arisen.</p>	<p>If progressed, we would seek to have this running by the end of year 1.</p>	<ul style="list-style-type: none"> <li>• Peter O'Brien, Managing Director</li> </ul>	<ul style="list-style-type: none"> <li>• IT department</li> <li>• Suppliers</li> <li>• Marketing</li> </ul>	<p>To analyse the responses received from suppliers regarding the new log in facility and to analyse any expressions of interests received over a defined period. Aim to increase expressions of interest via internet by 0.5% every 3 years.</p>

**Key Performance Indicators**

Equita work towards the following key performance indicators (KPI's) throughout the duration of the contract with Transport for London. Each action point is referenced to the table above.

<b>Policy and Strategic Plan</b>	<b>2009/2010</b>	<b>2010/2011</b>	<b>2011/2012</b>	<b>2012/2013</b>	<b>2013/2014</b>
<b>SD3</b> % of job applicants received from other target groups i.e. BAME.	+ 1%	+1%	+1%	+1%	+1%
<b>SD3</b> Proportion of bids received from diverse suppliers.	+2%	+2%	+3%	+3%	+4%
<b>SD3</b> Proportion of bids received from locally based suppliers in London.	+2%	+2%	+3%	+3%	+4%
<b>SD3</b> Proportion of contracts let to local businesses.	+2%	+2%	+3%	+3%	+3%



Policy and Strategic Plan	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
<b>SD4</b> Number of equality impact assessments completed annually for relevant aspects of work done for TfL.	Approx 5-8 Uncertain until EIA completed at commencement of contract.	Approx 5-8 Uncertain until EIA completed at commencement of contract.	Approx 5-8 Uncertain until EIA completed at commencement of contract.	Approx 5-8 Uncertain until EIA completed at commencement of contract.	Approx 5-8 Uncertain until EIA completed at commencement of contract.

## ANNEX 4 TO SCHEDULE 8

### Agreed Communications Plan

**It is recognised that as this Annex has been prepared by the Service Provider, there may be some apparent conflict or inconsistency between the terms of this Annex and the other terms of the Agreement. In the event of any such conflict or inconsistency, the other terms of the Agreement shall take precedence in the order set out in Clause 1.5 of the Agreement (save that, for the avoidance of doubt, this Annex and the other Annexes to this Schedule 8 and Annex A to Schedule 6 shall have the lowest order of precedence in relation to all of the annexes and appendices in this Agreement).**

### **Communications Plan**

Equita will work in close partnership with TfL to develop and deliver effective marketing and communication strategies. Whether engaging with clients, customers, advice bodies or trade unions, Equita has not only its own healthy mix of in-house experience in strong supplier relationships; we can also call upon the experience and expertise that are located within our group marketing function. Our group marketing function consists of over 20 communication specialised with an array of experience in areas such as:

- Public relations and crisis management (which incorporates a fully functional in-house press office experienced in collaborating with our clients' press offices, trade unions, advice bodies and trade associations)
- Corporate communications (encompassing communications made with our customers)
- Internal communications
- E-communications (in compliance with E-Government policies and strategies)

Equita also has contacts with several specialist communication services from which we can draw market leading expertise.

Analysis, planning and co-ordination underpin all that Equita does. Equita has adopted rigorous planning disciplines to ensure that the communications we produce are rooted into our clients' organisational strategies and reflect their culture and values.

### **Inclusive Communications**

Equita approaches equality and diversity from the stance that all communications should be, wherever possible, inclusive. If an audience is unable to access a communication perhaps due to a sensory impairment or because it is distributed through channels to which they do not have access then it is Equita's responsibility as a reasonable communicator to address this with alternatives. However this should be with care and not create obvious detriment to the audience as a whole e.g. excluding the use of generic channels.

As the communications plan reflects this approach, we at Equita are confident that positive messages intend to inform attitudes and change behaviours relating to inclusivity are held within mainstream communications and are more likely to be

received and understood by the entire audience. This also applies to any third parties working in partnership with Equita.

### **Developing an Inclusive Communications Plan for the Service**

Equita will undertake the following activities to prepare a communication plan.

#### **(D) Step 1 – Stakeholder Engagement**

Equita will work closely with TfL to identify and agree target audiences and the issues that will inform best practice in inclusive communications. A mapping exercise will help us identify those organisations/individuals that may be invited to act as consultative partners such as representatives from the BPA, CAB, IPP, GLA, LASIG and any other groups TfL may recommend.

#### **(E) Step 2 – Consultation**

Equita will facilitate a participative approach, involving consultative partners in a one day workshop to flesh out our response to engaging with the needs of London's diverse communities.

#### **(F) Step 3 – Communications and Channels Strategy**

Outputs from the consultative exercises will be used to prepare a strategy for communicating inclusively with target audiences, both in terms of core messages and channels. The consultative group will be invited to assess the likely effectiveness of our proposals and shape the approach to meeting the additional needs of the individual groups.

#### **(G) Step 4 – Implementation**

A detailed journey plan for communications will be designed to show key messages against primary channels and associated timing. The annual plan will ensure that all communications are inclusive, positive about equality, consistent, regular and aligned to key milestones.

#### **(H) Step 5 – Monitor and Evaluate**

Equita proposes to agree a set of "SMART" communications objectives with the joint marketing group and any key stakeholders.

<b>S=</b>	<b>Specific</b>
<b>M=</b>	<b>Measurable</b>
<b>A=</b>	<b>Achievable</b>
<b>R=</b>	<b>Realistic</b>
<b>T=</b>	<b>Time bound</b>

We will set a basket of measurable and feedback mechanisms to evaluate the impact of the implementation. At this stage, Equita can then adjust messages/correspondence, frequency of communications or channels in the light of what we learn. Feedback mechanisms will include:

- A customer perception survey
- Employee feedback through our annual employee questionnaire
- Ongoing statistical monitoring among employees and any third party suppliers
- Enquiries to our Customer Call Centre either by phone, written correspondence or on-line, both positive and negative
- Press coverage in the relevant journals regarding any awards or other records of achievement

Where Equita's equality policy has identified specific workforce requirements such as among disabled people, we will develop campaigns to specifically attract talent from within these groups. Equita will appoint an inclusive communications champion as part of our equal opportunities committee. Their role will be to ensure that good practice is identified and adopted and that all communications and training reflects the objectives and process set out.

Equita proposes to produce a Q& A prompt sheet, to be developed in conjunction with TfL to be used with any PA enquiries and with the media on any potentially contentious issues.

### **Diversity Communications throughout Equita**

Equita deploys an array of channels and tools as part of its commitment to communications around diversity and equality. These include:

- CAPITAconnect (the company intranet site accessible by all members of staff)
- The Manager's Guide to Employment Practices website (an everyday tool for managers)
- HR portal (an information site for all HR colleagues)
- Equita's Guides to Equita for new starters including a dedicated section on diversity and equality
- Operation of focus groups to discuss diversity awareness initiatives
- Recap ( company quarterly magazine)
- General internal marketing communications such as portals
- Group membership of the Employer's Forum of Disability
- Distribution of documentation in large print and in Braille
- Full access to our own in-house language matrix and full access to Language Line for any communication difficulties
- Trained staff to deal with any telephone communications via Type Talk and any communications using loop technology via our cash offices

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>CP1</b> Increase employees' awareness of equality and inclusiveness.</p>	<p>Covered during employee's induction training with Equita.</p>	<p>Obtain specific feedback on equality, diversity and inclusion from all employees. Formation of a focus group to take place along with ongoing training and support from our appointed diversity champion.</p>	<p>November 2010.</p>	<ul style="list-style-type: none"> <li>• Adrian Bates, Compliance Manager</li> <li>• Alicia Evans, Head of HR and Personnel</li> </ul>	<ul style="list-style-type: none"> <li>• HR and Personnel</li> <li>• Equal Opportunities Committee</li> <li>• Departmental Managers</li> <li>• Intranet</li> <li>• Staff publications</li> </ul>	<p>KPI's as detailed in the table at the end of this document.</p>
<p><b>CP2</b> Increase employees' use of Intranet to educate them on equality and diversity.</p>	<p>Number of hits to intranet monitored annually.</p>	<p>Measure number of hits on equality and diversity section of Intranet annually.</p>	<p>January 2010</p>	<ul style="list-style-type: none"> <li>• Julie Tilley, IT Manager</li> <li>• Senior Management Team</li> </ul>	<ul style="list-style-type: none"> <li>• IT department</li> </ul>	<p>To increase the number of hits to the equality and diversity section by 3% annually.</p>

Equality and Diversity Objective	Current Position/ Baseline	Action/Task	When	Person Responsible	Resource Implications	Measure of Success
<p><b>CP3</b>                      Communicate work experience facilities to local schools and universities.</p>	<p>Not currently promoted.</p>	<p>To ensure all schools and university local to our office locations are made aware of the number of work experience places available at any one time.</p>	<p>November 2010.</p>	<ul style="list-style-type: none"> <li>• Peter O'Brien, Managing Director</li> </ul>	<ul style="list-style-type: none"> <li>• Marketing</li> </ul>	<p>Increase in places available as detailed in KPI table.</p>

**Key Performance Indicators**

Equita work towards the following key performance indicators (KPI's) throughout the duration of the contract with Transport for London. Each action point is referenced to the table above.

Policy and Strategic Plan	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
<b>CP3</b> Number of work experience places offered to members of equality and diversity target groups.	2	2	3	3	3

## **SCHEDULE 9**

### **Change Control Request Procedure and Changes**

#### **1. Introduction**

1.1 This schedule sets out:

- (A) the resources to be made available and the processes to be followed where a Change is required or proposed;
- (B) the types and categories of Change;
- (C) the basis of funding Changes made as a result of a Change in Law; and
- (D) the form to be used when ordering Additional Services.

1.2 The Service Provider shall ensure that any proposed Changes shall:

- (A) be identified as an Internal Change a General Change, Mandatory Change or Additional Service, as appropriate; and
- (B) otherwise be dealt with in accordance with the relevant provisions of this schedule.

#### **2. Change Resource**

2.1 The Service Provider shall from time to time nominate a representative to manage and act as the single point of contact for TfL in relation to Changes and the Change Control Request Procedure (the “**Change Manager**”).

2.2 The Service Provider shall ensure that it makes available sufficient resources in order to respond promptly to TfL’s Change Control Requests in accordance with this Agreement.

2.3 The Service Provider shall maintain adequate change resources in order to support any requested or required Change.

#### **3. Types of Change and Additional Services**

3.1 Changes to the terms and conditions of this Agreement or which impact on the operation of the Services shall be categorised as either:

- (A) a General Change, which TfL or the Service Provider shall be entitled to propose in accordance with paragraph 8 or 9 of this schedule, as applicable; or
- (B) a Mandatory Change, which TfL shall be entitled to propose in accordance with paragraph 10 of this schedule.



- 3.2 TfL shall be entitled to require the Service Provider to provide Additional Services from time to time. The process for documenting the terms and conditions of the Additional Services to be provided shall be conducted in accordance with the procedure for a General Change, as set out in paragraph 8 of this schedule, and the other paragraphs of this schedule shall apply thereto, *mutatis mutandis*, provided that the Service Provider shall not be entitled to decline to provide such Additional Services, other than in accordance with paragraph 8.4 of this schedule.
- 3.3 Changes to be made by the Service Provider to the Services, which have no impact on any of:
- (A) the terms and conditions of this Agreement;
  - (B) the delivery of the Services;
  - (C) TfL;
  - (D) one or more of the Schemes;
  - (E) an Other Service Provider; or
  - (F) third parties,

(“**Internal Changes**”), shall be subject to the provisions of paragraph 0 of this schedule.

#### 4. **Change Request Process – General Principles**

- 4.1 The Service Provider and TfL shall conduct discussions relating to any proposed Changes in good faith.
- 4.2 The Service Provider shall ensure that, if required by TfL, its Change Manager attends every Review Meeting and presents:
- (A) a complete list and detailed descriptions of all outstanding, new and anticipated:
    - (1) Change Control Requests such list to indicate which relate to Additional Services and which relate to Changes; and
    - (2) Internal Changes raised by the Service Provider,together with details as to when each was issued or is to be issued and their current status; and
  - (B) a report on resources deployed in relation to Changes during the period since the previous Review Meeting including such detail as TfL may reasonably request.
- 4.3 The Service Provider shall prioritise Change Control Requests and Internal Changes as TfL may require, acting reasonably, on the basis that any prioritised

Change Control Requests and Internal Changes must serve to assist and improve the overall operation of the Services.

- 4.4 The Service Provider will use its reasonable endeavours to suggest Changes from time to time that would result in a benefit to TfL.
- 4.5 Change Control Requests submitted in accordance with this schedule shall be in the format set out in Annex B.
- 4.6 Impact Assessments submitted in accordance with this schedule shall be in the format set out in Annex D.
- 4.7 Until such time as a resultant amendment to the Agreement is authorised in accordance with the Change Control Request Procedure, the Service Provider and TfL shall, unless otherwise agreed in writing, continue to perform their respective obligations under the Agreement as if the Change giving rise to such amendment had not been requested.
- 4.8 Any discussions which take place between TfL and the Service Provider in connection with a Change before the authorisation of a resultant amendment to the Agreement shall be without limitation to the obligations, and without prejudice to the rights or remedies, of each party under this Agreement (and, in the case of rights and remedies, under common law or in equity).
- 4.9 The Service Provider shall not commence any new work in connection with Changes (or any other piece of work) until a Change Authorisation has been issued pursuant to the provisions of this schedule. The Service Provider agrees that it shall not be relieved of any of its obligations as a result of TfL considering or refusing any Change Control Request nor shall TfL’s rights or remedies (under this Agreement, under common law or in equity) be prejudiced or affected in any way by such consideration or refusal.
- 4.10 The Service Provider shall not unreasonably withhold or delay its consent to any proposed Change Control Request.
- 4.11 All time periods set out in this schedule may, in respect of a particular Change Control Request, be changed from time to time if the Service Provider and TfL expressly in writing agree.

**5. Authorisation Limits**

- 5.1 The prescribed limits and authorisations for executing Change Authorisations are set out below:

<b>Cost impact on TfL over the Term</b>	<b>Authorised Signatories TfL / Service Provider</b>
Up to £500,000	TfL: Head of Commercial (Congestion Charging and Traffic Enforcement)  Service Provider: Programme Director or

Cost impact on TfL over the Term	Authorised Signatories TfL / Service Provider
	equivalent officer
Over £500,000 and up to £5,000,000	TfL: Director (Congestion Charging and Traffic Enforcement)  Service Provider: Programme Director or equivalent officer
Over £5,000,000	TfL: TfL Officer with appropriate authority  Service Provider: Programme Director or equivalent officer

5.2 The Service Provider shall accept a copy of the Change Authorisation, signed as appropriate in accordance with paragraph 5.1 and with a copy of the relevant Impact Assessment attached, as formal authorisation to proceed with a Change.

## 6. **Milestones, Testing and Payment**

6.1 TfL shall be entitled to specify in the Change Control Request high level Milestone Achievement Criteria and Milestones, if appropriate, for the proposed Change.

6.2 The Service Provider shall provide proposed low level Milestone Achievement Criteria, if appropriate, as part of any relevant Impact Assessment, for approval by TfL.

6.3 TfL shall be under no obligation to commence payment in respect of the relevant Change until such time as any required testing has been successfully completed and TfL is satisfied that the Change has been successfully implemented and approved.

## 7. **Charging for Changes**

7.1 The pricing of any Changes shall be determined in accordance with Annex C to this schedule.

7.2 Subject to paragraphs 6.3, 7.3, 7.4, 7.5, 7.6 and 12 of this schedule, on issue by TfL of a relevant Change Authorisation and production of an appropriate serially numbered amendment to this Agreement in accordance with this schedule, payment shall be made provided that such payment is not expressly prohibited under this Agreement.

7.3 Activity associated with the re-configuration of the Service Provider’s systems in respect of any or all of the elements set out in Annex A to this schedule (each a “**Parameterised Change Element**”) resulting from, or forming the subject of, a Change, shall not attract any cost unless otherwise expressly agreed by TfL and the Service Provider shall not request any amount for any Parameterised Change

Element within the scope set out in that Annex A (or for any other item or thing expressly prohibited under this Agreement).

- 7.4 Without prejudice to paragraph 12 (Costs of Changes in Law), any Changes to TfL Bailiff Policy shall not attract any cost unless such changes have a material impact on the Service Provider's costs of performing the Services.
- 7.5 Any changes to templates or standard text to be used for Warrants, information leaflets or Correspondence shall not attract any cost.
- 7.6 In the event that, as envisaged by paragraph 8.2 of Schedule 2 (Statement of Requirements), the Service Provider is required to develop an Interface to TfL or an Other Service Provider's systems to be used for the purposes of the enforcement of Traffic Enforcement Penalties, then the design, development and implementation of such Interface shall not attract any cost.

## 8. **General Change Proposed by TfL**

- 8.1 TfL shall be entitled to request a General Change in accordance with this paragraph 8. In relation to such requested General Change, unless and until a written Change Authorisation has been executed by the authorised representative of TfL and accepted by the Service Provider in accordance with the provisions of this paragraph 8, the Service Provider shall, unless otherwise expressly agreed in writing, continue to supply the Services in accordance with the existing terms of this Agreement.
- 8.2 If TfL wishes to request a General Change, it shall serve on the Service Provider a Change Control Request setting out:
- (A) TfL's reasons for proposing the General Change;
  - (B) sufficient details of the General Change to enable the Service Provider to provide an Impact Assessment;
  - (C) the date by which TfL wishes the General Change to be implemented and the dates of proposed Milestones (if any); and
  - (D) any dates by which a decision or response is critical.
- 8.3 As soon as reasonably practicable and in any event within the periods set out below the Service Provider shall either deliver to TfL:
- (A) an Impact Assessment in accordance with paragraph 8.7 within twenty (20) Working Days of receipt of the Change Control Request, or
  - (B) subject to paragraph 8.4, issue a notice setting out in detail the grounds on which the Service Provider objects to the proposed General Change (an "**Objection Notice**").

- 8.4 The Service Provider shall only be entitled to object to a Change Control Request relating to a General Change to the extent it can demonstrate to TfL's reasonable satisfaction that the General Change would, if implemented, contravene any Law.
- 8.5 Objections shall be dealt with as follows:
- (A) if TfL disagrees with the objections raised by the Service Provider in the Objection Notice, the Service Provider and TfL shall meet with a view to establishing whether the Service Provider's objections are valid;
  - (B) if, within ten (10) Working Days of receipt by TfL of any Objection Notice, the validity or otherwise of the Service Provider's objections remain to be agreed, the question of validity shall be referred to the Dispute Resolution Procedure; and
  - (C) if TfL agrees with the objections in the Objection Notice and this is notified to the Service Provider in writing, or it is determined by the Dispute Resolution Procedure that the objections in the Objection Notice are valid, the relevant Change Control Request shall be deemed to be withdrawn.
- 8.6 If, following receipt of an Objection Notice, it is agreed in writing by TfL and the Service Provider or determined by the Dispute Resolution Procedure that the objections in an Objection Notice are not valid the Service Provider shall deliver to TfL an Impact Assessment in accordance with paragraphs 8.7 within twenty (20) Working Days, of the date of such agreement or determination.
- 8.7 The Impact Assessment shall include the following:
- (A) sufficient details of the Change (including an estimate of the costs or savings of implementing the Change);
  - (B) information and details of any interfaces required in connection with the proposed Change;
  - (C) a detailed cost/benefit and risk/reward analysis of the Change;
  - (D) any amendment required to this Agreement as a result of the Change;
  - (E) any impact or possible impact of (including without limitation all risks and possible issues associated with or resulting from) the Change on:
    - (1) the provision of the Services or the Service Provider's ability to comply with its obligations under this Agreement;
    - (2) any Milestone Date which will or is likely to be affected;
    - (3) the Operational Commencement Date (if appropriate);
    - (4) the Statement of Requirements; and/or

(5) the systems of Other Service Providers and/or third parties, as applicable.

(F) confirmation that:

(1) the Impact Assessment has been drawn up in accordance with the pricing principles set out in Annex C to this schedule;

(2) there has been no material omission or inaccuracy in the facts and pricing assumptions provided by it, on which any proposed payments are based, and which are set out or referenced in the Impact Assessment; and

(3) in estimating the costs on which any proposed payments are based it has complied with best accountancy and financial accounting practice,

in each case unless this Agreement expressly prohibits any additional costs or expenses for TfL;

(G) the proposed timescale for implementation of the Change (having regard to any information provided by TfL pursuant to paragraphs 8.2(C) and 8.2(D)) and the steps and measures (in as much detail as practicable in the circumstances) that the Service Provider intends to take in order to implement the Change, including:

(1) the details of any date or dates by which any decision by TfL is critical;

(2) an outline of the Service Provider's detailed obligations;

(3) the programme for implementing the Change and any Milestones;

(4) the commencement date of the Change; and

(5) any proposed date for acceptance; and

(H) any Parameterised Change Elements forming part of the Change.

8.8 Following receipt of the Impact Assessment by TfL:

(A) as soon as practicable after TfL receives the Impact Assessment, the Service Provider and TfL shall discuss, further develop and attempt to agree in writing and finalise the Impact Assessment (including pricing and payment if applicable);

(B) in the discussions referred to in paragraph 8.8(A), the Service Provider shall:

(1) provide evidence that the Service Provider has used all reasonable endeavours (including, where practicable, the use of competitive

quotes) to oblige its Sub-Contractors to minimise any increase in costs and maximise any reduction in costs;

- (2) demonstrate how any expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred, foreseeable changes in Law at that time have been taken into account by the Service Provider; and
- (3) demonstrate that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the General Change, has been taken into account in the Impact Assessment;

(C) as a result of the Impact Assessment or discussions, TfL may revise or withdraw the Change Control Request relating to the General Change. Following the receipt of any revised Change Control Request, the Service Provider shall as soon as practicable notify TfL of any revisions to the Impact Assessment; and

(D) if the Service Provider and TfL cannot agree on the contents of the Impact Assessment after a period of twenty (20) Working Days following the date of the first meeting to discuss the Impact Assessment or, if the Service Provider is required to notify TfL of any revisions to the Impact Assessment, a period of twenty (20) Working Days following the date of receipt by TfL of such notification, the matters in dispute shall be determined in accordance with the Dispute Resolution Procedure.

8.9 Within twenty (20) Working Days of an Impact Assessment being agreed or determined pursuant to paragraph 8.8, TfL shall:

- (A) issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the Change in accordance with the Impact Assessment, as so agreed or determined; or
- (B) notify the Service Provider that TfL is withdrawing the relevant Change Control Request.

8.10 Upon receipt of the Change Authorisation, the Service Provider shall promptly produce a serially numbered amendment to the Agreement, such amendment detailing the terms of the Impact Assessment, as agreed or determined pursuant to paragraph 8.8 (including but not limited to all necessary amendments to the Agreement and related documentation required as a result of the implementation of the Change).

8.11 The Service Provider shall as soon as practicable, following issue of the amendment in accordance with paragraph 8.10, implement the relevant General Change in accordance with the terms of the Impact Assessment, as agreed or determined pursuant to paragraph 8.8.

## 9. **General Change Proposed by the Service Provider**

- 9.1 The Service Provider shall be entitled to request General Changes in accordance with this paragraph 9. In relation to each such requested General Change, unless and until a written Change Authorisation has been issued by TfL and accepted by the Service Provider in accordance with the provisions of this paragraph 9, the Service Provider shall, unless otherwise expressly agreed in writing by TfL, continue to supply the Services in accordance with the existing terms of this Agreement.
- 9.2 If the Service Provider wishes to propose a General Change, the Service Provider shall provide to TfL a Change Control Request together with an Impact Assessment relating to such requested General Change. Such Impact Assessment shall contain the detail set out in paragraph 8.7 and unless agreed otherwise by TfL at TfL's absolute discretion, the cost of preparation of such Impact Assessment shall be borne by the Service Provider.
- 9.3 Upon receipt of a Change Control Request and Impact Assessment from the Service Provider in accordance with paragraph 9.2 above, the provisions of paragraph 8.8 shall apply, *mutatis mutandis*.
- 9.4 Within twenty (20) Working Days of an Impact Assessment being agreed or determined pursuant to paragraph 9.3, TfL shall:
- (A) issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the General Change in accordance with the Impact Assessment, as so agreed or determined; or
  - (B) notify the Service Provider that it is rejecting the Change Control Request.
- 9.5 For the avoidance of doubt, TfL shall not be required to pay the Service Provider any amounts (including costs and expenses) which the Service Provider may have incurred in the preparation of the Change Control Request or the Impact Assessment, unless otherwise agreed by TfL at its absolute discretion.
- 9.6 Upon notice of a Change Authorisation being issued by TfL the provisions of paragraphs 8.10 and 8.11 shall apply in respect of the General Change (*mutatis mutandis*).
10. **Mandatory Changes**
- 10.1 TfL shall be entitled to request a Mandatory Change in accordance with this paragraph 10.
- 10.2 If the Service Provider reasonably believes that a Mandatory Change is required at any time it shall promptly inform TfL in writing.
- 10.3 Subject to paragraph 10.4:
- (A) the provisions of paragraphs 8.2, 8.3, and 8.7 to 8.11 (inclusive) of this schedule shall apply in respect of any Mandatory Change required as a result of a Change in Law, *mutatis mutandis*, provided always that:



- (1) the Service Provider shall not be entitled to object to such a Mandatory Change pursuant to paragraph 8.3; and
  - (2) in addition to the matters listed in paragraph 8.8(B), the Service Provider shall be required at the same time to provide evidence to TfL of how the relevant Change in Law has affected prices charged or costs incurred by contractors providing services similar to the Services, including (where relevant) any Sub-Contractors; and
- (B) the provisions of paragraphs 8.2, 8.3, 8.7 and 8.10 to 8.11 (inclusive) of this schedule shall apply in respect of any Mandatory Change required as a result of an Emergency, *mutatis mutandis*, provided however that:
- (1) the Service Provider shall have regard to the urgency of the circumstances and the Impact Assessment to be delivered to TfL under paragraph 8.3(A) shall be delivered within two (2) Working Days of receipt of the Change Control Request;
  - (2) within three (3) Working Days of receipt by TfL of the relevant Impact Assessment, the Service Provider and TfL shall discuss, further develop and attempt to agree and finalise on a fair and reasonable basis (including as regards payment unless this Agreement expressly prohibits any additional costs or expenses for TfL) the matters set out in that Impact Assessment having regard to any action taken and costs incurred by the Service Provider and any further payments made by TfL since its issue, and when such matters are agreed TfL shall issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the Change in accordance with the Impact Assessment, as so agreed;
  - (3) if the Service Provider and TfL cannot agree the contents of the Impact Assessment within fifteen (15) Working Days of receipt by TfL of the relevant Impact Assessment, TfL may:
    - (a) allow the Service Provider and TfL to discuss the matter for a further period of no more than five (5) Working Days to attempt to agree the issues set out in the relevant Impact Assessment; or
    - (b) instruct the Service Provider to cease the implementation of the Mandatory Change and notify the Service Provider that TfL is withdrawing the relevant Change Control Request;
  - (4) if the Service Provider and TfL cannot agree the contents of the Impact Assessment during the time period described in paragraph 10.3(B)(3) above and TfL does not withdraw the relevant Change Control Request, the matter shall be determined in accordance with the Dispute Resolution Procedure.
- (C) the provisions of paragraphs 8.2 to 8.11 (inclusive) of this schedule shall apply in respect of any other Mandatory Change, *mutatis mutandis*.

- 10.4 The Service Provider shall at all times promptly carry out the implementation of a Mandatory Change in accordance with TfL's directions, notwithstanding that the price or any other details contained in Impact Assessment have not been agreed or determined pursuant to paragraph 10.3.

11. **Internal Changes**

- 11.1 The Service Provider shall provide to TfL at each Review Meeting a complete list of any Internal Changes planned by the Service Provider to be implemented over the four (4) months following that meeting, or more frequently as TfL may require from time to time. If for any reason any Review Meeting is not held, the Service Provider shall provide such information to TfL on or before the date that the relevant Review Meeting was to have been held.
- 11.2 TfL shall be entitled to require the Service Provider not to implement any or all proposed Internal Changes.
- 11.3 The Service Provider shall comply with all reasonable requests of TfL relating to the prioritisation and/or scheduling of Internal Changes.
- 11.4 The Service Provider shall conduct such tests and shall create all appropriate test reports and other documentation appropriate to confirm the successful implementation and completion of Internal Changes and shall conduct all relevant testing to confirm that Internal Changes are successful. The Service Provider shall promptly produce copies of all documentation referred to in this paragraph to TfL upon request.
- 11.5 All costs associated with the proposal, testing and implementation of Internal Changes shall be borne by the Service Provider.

12. **Costs of Changes in Law**

The Service Provider shall be responsible for all costs incurred by the parties in complying with their obligations under this Agreement as a result of, or in relation to, a Change in Law.

## **Annex A**

### **Parameterised Change Elements**

1. Parameterised Change Elements will not be hard-coded into the Service Provider's systems. They will be stored centrally, for example in parameter tables, and be configurable by non-IT personnel. This will allow the Parameterised Change Elements to be varied by value and variety using a parameter driven configuration approach. Wherever reasonably practicable, the Service Provider will make use of Parameterised Change Elements to facilitate future Changes to the Services.
2. The Parameterised Change Elements will include but not be limited to:
  - (A) monetary amounts;
  - (B) percentage values;
  - (C) dates;
  - (D) times; and
  - (E) time periods (provided that any associated work directly arising from changes to such periods, which has a material impact on the Services, shall not be a Parameterised Change Element).

## Annex B

**Change Control Request Form (CCR)  
Applicable to All Change Control Requests**

CC&TE CHANGE CONTROL REQUEST (please attach any supporting documentation)				
<b>Bailiffs Services Agreement</b>				
TfL Budget Code (allocated by TfL Commercial)		CCR No. (allocated by TfL Ch M)		CCR Version No. (allocated by TfL Ch M)
<b>Change Title</b>				
<b>Originating Organisation/Team</b>	<b>Work Area(s) Affected</b>		<b>No. of Attachments</b>	
<b>Contract requirement or contract reference amended by this change</b>				
<b>Description of proposed change</b> (assumption, requirement, procedure, programme)				
<b>Acceptance Criteria</b> (factors to be tested at acceptance stage)				
<b>Parties consulted</b> (internal and external individuals / groups)				
<b>Reason for change</b> (drivers, objectives, success criteria)				
<b>Potential Benefits</b> (include cost savings, benefits to other work areas, improved customer satisfaction)				
<b>Date that change is required</b> (provide a calendar date if possible and the effect if this date is not met)				
<b>Alternatives considered</b> (including “do nothing” scenario)				
<b>Impact Assessment Requirements</b> (specific, in addition to cost, programme, technical, operational)				
<b>Agreed Milestone Dates</b> (if any)				
<b>CCR Sign Off</b> (Pre Impact Assessment)	<b>Originator</b>		<b>Date</b>	
	<b>TfL Team Leader</b>		<b>Date</b>	
	<b>TfL Change Man.</b>		<b>Date</b>	
<b>CCR Authorisation</b> (Post Impact Assessment)	<b>IAF Ref. No.</b>		<b>Date</b>	
	<b>TfL Team Leader</b>		<b>Date</b>	
	<b>TfL Commercial</b>		<b>Date</b>	

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## Annex C

### Principles to Apply to the Pricing of Changes to this Agreement

This annex sets out the principles to apply to quotations for Impact Assessments and the determination of any payment to the Service Provider relating to a Change.

#### 1. General Principle

Where any payment to be made by TfL to the Service Provider is governed by Debt Recovery Law then the amount payable by TfL shall be calculated in accordance with, and shall not exceed any amount prescribed by, Debt Recovery Law.

#### 2. Rates for Pricing of Changes

2.1 In circumstances other than those described in paragraph 1 above and in which:

- (A) a proposed change to this Agreement requires the 'one-off' provision or removal of resource by the Service Provider over a short period of time to undertake some short-term activity, and
- (B) the Service Provider and TfL agree that the resources required to implement such proposed change can be most appropriately expressed in terms of the Service Provider's available resources listed in Table 1 below,

then the Service Provider's estimate and/or quotation for such Change shall be expressed in terms of the estimated volumes of each type of resource to be deployed or removed and the applicable costs shall be calculated by reference to the applicable rates specified in Table 1 (on either a 'fixed price' or 'time reasonably spent' basis as may be agreed between the Service Provider and TfL in each case) provided that the Service Provider shall provide with each such estimate and/or quotation:

- (A) a full disclosure of the assumptions underlying such estimates of volumes of resources required, and
- (B) a copy of the outputs from any resource estimating model and/or techniques which the Service Provider has used in producing the estimate and/or quotation.

2.2 Where human resources are provided by the Service Provider in relation to a given proposed Change to this Agreement pursuant to paragraph 2.1 above, and are charged on a 'time reasonably spent' basis using the staff-day rates specified in Table 1 below, the Service Provider shall maintain, and make available to TfL on request, such complete and accurate records (in the form of authorised timesheets or other records of work undertaken) as may reasonably be required by TfL to verify the accuracy and integrity of all charges invoiced by the Service Provider in respect of such Change.

## 2.3 Table 1:

**Table 1: Service Provider’s Resource Rates**

Role	Qualification and Competencies	Staff Day Rate (£)
Project Manager	Minimum of degree or equivalent. Three years’ experience managing medium sized projects, capable of writing reports for senior management, recognised technical/operational expert in the relevant subject area (as appropriate).	£400.00
Technical Analyst	Minimum ‘A’ level or equivalent. Experience working with minimal supervision, IT experience, a sound knowledge of the relevant technical discipline, at least 2-3 years experience in IT and as a Technical Analyst.	£150.00
Operational Analyst	Minimum ‘A’ level or equivalent. Experience working with minimal supervision, preparation of documentation and reports, a sound knowledge of the relevant operational area, at least 2-3 years experience in an analyst role or a substantially similar role.	£150.00

**Notes to Table 1**

1. All daily rates are exclusive of VAT, but inclusive of all overheads and expenses (including travel and subsistence).
2. The staff-day rates apply for the Service Provider’s internally-provided staff according to the duration of the work and where the staff are employed on, substantially, a full-time basis for the work.
3. **General – Supporting Documentation**

When preparing estimates and/or quotations in respect of Changes the Service Provider shall at all times support such estimates and/or quotations with comprehensive and detailed figures and records, including disclosure of the assumptions underlying such estimates and/or quotations. Without prejudice to the generality of the foregoing, the extent of such disclosure shall be sufficient for TfL to verify to its own reasonable satisfaction that the costs to be incurred are relevant and necessary.

**ANNEX D****Change Control Impact Assessment Form (IAF)  
Applicable to All Change Control Requests**

<b>CCR No.</b> (allocated by TfL ChM)				<b>CCR Version No.</b> (allocated by TfL ChM)		<b>IAF Version No.</b> (allocated by TfL ChM)	
<b>Assessing Team</b>				<b>No. of Attachments</b>			
<b>CC&amp;TE CHANGE CONTROL IMPACT ASSESSMENT FORM</b> (please attach any supporting documentation) <b>Bailiffs Services Agreement</b>							
<b>IMPACTS</b> (All impacts)							
<b>Programme Impact</b> (anticipated delivery timescales)							
<b>Cost Impact</b> (including lump sum, periodic payments and / or percentage of revenue)							
<b>Technical Impact</b> (including change type: application, operational, contract)							
<b>Operational Impact</b> (including any factors relating to testing / acceptance regime)							
<b>Impact on LEZ</b>							
<b>Any Other Impacts And / Or Risks</b> (including mitigations for any risks identified)							
<b>Documents</b> (Identify all changes to Contract and / or Design documents)							
<b>Dependencies And Assumptions</b>							
<b>Recommendation</b> (to be completed by Service Provider) Accept and proceed to IAF / Reject / Defer							
<b>Signed (Assessor)</b>				<b>Dated (Assessor)</b>			
<b>Signed (Team Leader)</b>				<b>Dated (Team Leader)</b>			
<b>Logged By (TfL Ch M)</b>				<b>Dated (TfL Ch M)</b>			

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## SCHEDULE 10

### Contract Management and Reporting Procedure

#### 1. **Scope And Definitions**

1.1 This schedule sets out:

- (A) contract management procedures; and
- (B) the reporting requirements with which the Service Provider shall comply.

1.2 The objective of this schedule is to ensure that a successful working relationship is maintained that will enable:

- (A) the implementation of the Services in a timely manner and in any event in accordance with the timescales required under this Agreement; and
- (B) TfL to monitor the Service Provider's performance of the Services.

#### 2. **Representatives**

2.1 The Service Provider shall appoint a contract manager, with prime responsibility for the Service Provider's provision of the Services and the management of the Agreement (the "**Service Provider's Contract Manager**").

2.2 TfL shall appoint a project manager who shall be responsible for administering the Agreement on behalf of TfL during the Implementation Phase and who may delegate his or her duties as he or she deems appropriate ("**TfL's Project Manager**").

2.3 TfL shall appoint a contract manager who shall be responsible for administering the Agreement on behalf of TfL during the Operational Phase and who may delegate his or her duties as he or she deems appropriate ("**TfL's Contract Manager**").

2.4 The name and contact details of TfL's Project Manager, the Service Provider's Contract Manager and TfL's Contract Manager as at the Effective Date are set out in schedule 12 (Nominated Representatives).

2.5 The Service Provider shall not change the Service Provider's Contract Manager without first obtaining TfL's written consent to the proposed replacement, such consent not to be unreasonably withheld or delayed. If such approval is given, the Service Provider shall replace such person with a person of at least equal skill and experience.

#### 3. **Project Management**

3.1 A project review group will be set up consisting of the Service Provider's Contract Manager, TfL's Project Manager and such other persons as may be agreed between the Service Provider and TfL from time to time (the "**Project Review Group**").



- 3.2 The Project Review Group’s responsibilities will include, but not be limited to:
- (A) review of the Incident Log and resolution of Escalated Incidents;
  - (B) review of the risks and issues register and the resolution of issues and mitigation of risks;
  - (C) monitoring of progress against the Implementation Plan; and
  - (D) reviewing the level of the Service Provider’s resources.
- 3.3 The Project Review Group will meet weekly in London during the Implementation Phase or at such other period or venue as may be agreed between the Service Provider and TfL (each such meeting being a “**Project Review Meeting**”). Minutes will be taken by TfL and circulated for review. The minutes shall include an action log detailing actions for either the Service Provider or TfL as agreed at the Project Review Meeting. Such actions shall only be deemed closed when the parties have agreed them to be closed at a Project Review Meeting or expressly in writing.
- 3.4 In the event that the Service Provider’s Contract Manager is unable to attend a Project Review Group Meeting, such meeting shall be attended by a representative of the Service Provider:
- (A) who shall be an equivalent of, or more senior member of, the Service Provider’s Personnel than the Service Provider’s Contract Manager; and
  - (B) whose identity shall be communicated to, and agreed by, TfL prior to the meeting.
- 3.5 Unless expressly agreed in writing to the contrary by TfL and the Service Provider, the decisions taken by, actions of and any failure to act by, the Project Review Group shall not in any way relieve the Service Provider of any of its obligations under this Agreement nor shall they constitute a Change or grounds for a Change Request or make TfL responsible for any additional cost or expense or create any liability on TfL.
4. **Review Meetings**
- 4.1 Within 5 Working Days after the end of each Month following the Operational Commencement Date, or such other period as may be agreed between the parties, a Review Meeting shall be held between TfL’s Contract Manager and the Service Provider’s Contract Manager to:
- (A) review the most recent Reports, including the Performance Indicator Report;
  - (B) review the Service Provider’s performance of the Services against the Acceptable Service Levels;
  - (C) review the complaints log and seek to determine any outstanding complaints;
  - (D) review the Incident Log, resolve any Escalated Incidents and identify any measures required by TfL to prevent the re-occurrence of any Incidents which arose or occurred in the period since the previous Review Meeting;

- (E) identify any measures required by TfL to improve the Service Provider's performance of the Services; and
- (F) in accordance with clause 36 (Dispute Resolution Procedure), to identify any disputes between the parties and to seek to resolve them.

4.2 TfL's Contract Manager shall chair each Review Meeting and all decisions reached and actions agreed at each Review Meeting shall be recorded in writing by the TfL's Contract Manager, issued to the Service Provider's Contract Manager within 48 hours of the Review Meeting and signed by both parties.

5. **Strategic Review**

5.1 Strategic Review meetings shall be held between the Service Provider and TfL. The frequency of the Strategic Review meetings may be varied by mutual agreement subject to a minimum requirement of one Strategic Review meeting within every six (6) months throughout the Term.

5.2 Strategic Review meetings shall be the forum for, but not limited to, the review by the Service Provider and TfL at the senior operational management level of:

- (A) Escalated Incidents;
- (B) Escalated risks;
- (C) major business Changes;
- (D) significant commercial, legal and media issues; and
- (E) opportunities for improvement in the delivery of the Services.

5.3 The Strategic Review meetings will be attended by:

- (A) the Service Provider's Personnel with overall responsibility for this Agreement;
- (B) the Service Provider's operations lead;
- (C) TfL's operations lead;
- (D) the Service Provider's Contract Manager;
- (E) TfL's Project Manager or Contract Manager (as appropriate); and
- (F) such other persons as the parties may agree or TfL shall reasonably require.

5.4 The Strategic Review meetings shall:

- (A) take place at TfL's offices unless otherwise agreed in advance; and
- (B) be minuted by TfL.

5.5 The minutes of each Strategic Review meeting shall:

- (A) include an action log detailing actions to be undertaken by the Service Provider and TfL as agreed at the Strategic Review meeting. Such actions shall only be deemed closed when the parties have agreed them to be closed at a Strategic Review meeting or expressly in writing; and
- (B) be provided by TfL's Project Manager or Contract Manager (as appropriate) to the Service Provider within five (5) Working Days of the relevant meeting. The minutes of the preceding Strategic Review meeting shall be agreed and signed on behalf of both the Service Provider and TfL at each Strategic Review meeting.

5.6 At each Strategic Review meeting, the Service Provider shall provide and present information, reports and documents (with such content and in such format and style as TfL may require) relating to the provision of the Services.

6. **Performance Indicator Reporting**

6.1 The Service Provider shall provide a Performance Indicator Report each Month to TfL at or before the Review Meeting in accordance with the Report Specifications as approved by TfL.

6.2 The Performance Indicator Report shall report on the following:

- (A) the Service Provider's performance in respect of the Performance Indicators set out in schedule 5 (Service Level Agreement); and
- (B) the Service Provider's performance in respect of any additional Performance Indicators as may be required from time to time pursuant to schedule 5 (Service Level Agreement) and/or schedule 9 (Change Control Request Procedure).

6.3 If TfL or the Service Provider identifies any errors, omissions or discrepancies in the Performance Indicator Report the Service Provider shall promptly correct such errors, omissions or discrepancies and republish the Performance Indicator Report within two (2) Working Days of such errors, omissions or discrepancies being identified, or such other period as the parties may expressly in writing agree.

7. **Incident Reporting**

7.1 The Service Provider shall promptly:

- (A) identify all Incidents that come to its attention, whether raised by its own Personnel, by the Core Service Provider or by TfL, as a result of or in connection with Testing and/or during the provision of the Services;
- (B) record the Incident in the Incident Log (which, in the case of a Security Incident, shall be no later than four (4) hours after it came to the Service Provider's attention) and prepare an Incident report in relation thereto in such format as TfL may require from time to time; and

- (C) classify any Incident arising (whether raised by TfL or the Service Provider) as one of the categories set out in paragraph 7.2 and record this classification in the Incident Log.

7.2 Incidents shall be classified as either:

- (A) An Error, which shall be logged in the Incident Log and shall identify the Severity Level applicable to it and shall be resolved by the Service Provider at its cost; or
- (B) a Service Issue, which shall be logged in the Incident Log, shall identify the relevant Severity Level applicable to it and which shall be resolved by the Service Provider at its cost; or
- (C) a Security Incident, which shall be logged in the Incident Log, shall identify the relevant Severity Level applicable to it and which shall be resolved by the Service Provider at its cost; or
- (D) an incident which does not fall within paragraphs 7.2(A) to (C) and therefore should be closed.

7.3 The Service Provider shall follow TfL's reasonable instructions in relation to the identification and resolution of Incidents (including the classification of an Incident and the classification of the Severity Level in respect of an Error, Security Incident or Service Issue, as appropriate) and the recording of Incidents.

## 8. **Other Reporting Requirements**

- 8.1 The Service Provider shall also provide the Reports detailed under this paragraph 8 and any ad-hoc reports required by TfL from time to time (such ad-hoc reports to be provided at the time specified by TfL, and if no time is specified, within 48 hours of the request).
- 8.2 Upon request by TfL, the Service Provider shall produce any additional Reports required to monitor the effectiveness of the performance of the Services.
- 8.3 The Service Provider shall develop for approval by TfL detailed Report Specifications for each of the Reports.
- 8.4 Upon request by TfL, the Service Provider shall provide the underlying data and detailed calculations used to produce the Reports.
- 8.5 The Service Provider shall provide a Monthly Report to TfL on contact centre efficiency, including:
  - (A) number of calls received;
  - (B) number of calls answered;
  - (C) a breakdown of calls received by category (e.g. enquiry, payment, etc.);
  - (D) average call answering times, including a breakdown of system answering times and call operative answering times; and

- (E) average call handling times, by category.
- 8.6 The Service Provider shall provide a weekly Report to TfL on Warrant processing, including:
- (A) total Warrants received;
  - (B) total Warrants where there has been Payment in Full;
  - (C) total Warrants where there has been Payment but which is not Payment in Full;
  - (D) total Warrants Returned, by category;
  - (E) total Warrants withdrawn; and
  - (F) total Warrants for which Payment Arrangements have been agreed.
- 8.7 The Service Provider shall provide a weekly Report on Escalations, including:
- (A) a list of all cases that have been Escalated, including the reasons for Escalation; and
  - (B) a list of all cases currently under dispute which are likely to be Escalated.
- 8.8 The Service Provider shall provide a Monthly Report on complaints received, including:
- (A) total number of complaints received by Month;
  - (B) total number of complaints received by stage;
  - (C) details of the outcome of complaints;
  - (D) details of action taken to resolve complaints; and
  - (E) details of action planned or taken to prevent future complaints of a similar nature.
- 8.9 The Service Provider shall provide a Monthly Enforcement Fees Report, including:
- (A) total Enforcement Fees collected, by Month and year;
  - (B) total Enforcement Fees collected at each stage of the Enforcement Action Procedure, by Month and year; and
  - (C) any overpayments received by the Service Provider, by Month and year.
- 8.10 The Service Provider shall provide a Monthly On Hold Report, including:
- (A) all Warrants On Hold;
  - (B) by Warrant, any Removed Goods; and
  - (C) where relevant, a breakdown of all Enforcement Fees, including Storage Fees, incurred for each Warrant.

## SCHEDULE 11

### Revenue Collection and Payment

#### 1. **Scope**

1.1 This schedule sets out:

- (A) the controls and reconciliations that the Service Provider shall perform to ensure the receipt by TfL of all Revenue due; and
- (B) the financial reporting requirements.

#### 2. **Daily Remittance to TfL of Revenue**

2.1 TfL requires all Revenue to be placed in TfL's bank accounts by direct bank transfer in an efficient and secure manner in accordance with Good Industry Practice (each such transfer being a "**Remittance**").

#### 3. **Control and Reconciliation**

##### 3.1 **Details of Remittances**

##### **Daily Reporting**

- (A) The Service Provider shall provide a daily report to the CSP with details of each Remittance. The report shall be provided as an Excel spreadsheet or in such other format as TfL may require from time to time. The information to be provided in each such report shall include but not be limited to:
  - (1) date of the report;
  - (2) sum of the Remittance;
  - (3) the Remittance broken down into individual receipts from Customers and in respect of each individual receipt:
    - (a) the amount of the Payment;
    - (b) details of the Payment method;
    - (c) the number(s) and date(s) of the Penalty Charge Notice(s) or Traffic Enforcement Penalty or Penalties to which the receipt relates;
    - (d) receipt type by Scheme (e.g. Congestion Charge, LEZ, Traffic Enforcement etc.); and
    - (e) the relevant vehicle registration mark.
- (B) The Service Provider shall provide a summary of the information described in paragraph 3.1 (A) to TfL containing such detail as TfL reasonably requires before 9 a.m. on the next Working Day.

### **Four Weekly (Reconciliation Period) Reporting**

- (C) Within one (1) Working Day of the end of each four (4) weekly period commencing on the Operational Commencement Date (each a “**Reconciliation Period**”), the Service Provider shall provide to TfL and the CSP a report setting out:
- (1) all amounts due to TfL at the start of that Reconciliation Period;
  - (2) all Revenue recovered by the Service Provider during the Reconciliation Period (whether or not paid to TfL during such period);
  - (3) all Remittances made to TfL during that Reconciliation Period;
  - (4) all amounts (if any) due to TfL at the end of the Reconciliation Period;
  - (5) the amount due to TfL in respect of all outstanding Warrants at the end of that Reconciliation Period in sufficient detail to enable TfL’s auditors to fulfil their statutory duties in relation thereto, and to enable TfL to make an informed judgement as to whether to write the debt off;
  - (6) all reversed payments and amounts reimbursed or refunded by the Service Provider and the reasons in each case therefore;
  - (7) all waived amounts and the reasons therefore;
  - (8) the amounts of overpayments received in the Reconciliation Period.
- (D) Partial Payments, as identified in the reconciliation at the end of each Reconciliation Period, shall be supported by a statement setting out for each of the corresponding receipts:
- (1) the date of the transaction;
  - (2) the amount;
  - (3) the name and appropriate details of the person; and
  - (4) the Penalty Charge Notice numbers and Vehicle Registration Mark to which they relate.
- 3.2 The Service Provider shall maintain, in relation to each Payment transaction made by a Customer, accounting records for and on behalf of TfL to a standard equivalent to the requirements of sections 386 to 389 of the Companies Act 2006.
- 3.3 The Service Provider shall make available in printable and electronically transferable form copies of all reconciliations as detailed in paragraphs 3.1 of this schedule. The electronically transferable copy shall be in SAP format and shall comply with TfL's requirements in all respects.
- 3.4 The Service Provider shall, in respect of any Remittance in respect of which it has failed to provide all information as required by this paragraph 3, provide such

missing information to TfL within five (5) Working Days of receipt of the relevant sum.

- 3.5 Within one (1) Working Day of the end of TfL's Financial Year the Service Provider shall provide to TfL a financial report providing cumulative details for the year of the information required under paragraph 3.1.
- 3.6 The Service Provider shall ensure that there is consistency between all Reports provided to TfL, resolving any variations prior to sending the reports to TfL.

4. **Currency**

- 4.1 All Revenue shall be paid to TfL in pounds Sterling unless:
- (A) TfL specifies that Revenue shall also be in, or replaced by, Euros and has given the Service Provider at least four (4) weeks' notice of this; or
  - (B) the Service Provider is required by Law to pay the Revenue in Euros.

5. **Financial Reporting**

- 5.1 Where TfL requires the Service Provider to provide reports to TfL in relation to this schedule, such reports shall, without limitation to any other details required to be included by TfL in accordance with this Agreement, be provided in accordance with the provisions of Annex A to this schedule.



## ANNEX A

### Financial Reporting

The Service Provider shall comply with the following provisions in relation to reports relating to, or to be provided in accordance with, this schedule 11 (Revenue Collection and Payment):

1. Financial management information may be required by TfL in both hard copy and electronic format. Where required by TfL, the electronic format shall be provided to TfL in SAP file format.
2. The process for agreeing the format for the reports to be provided under this schedule will be for the Service Provider to supply TfL with a prototype of each report for approval by TfL prior to each report being used.
3. The reports shall be compiled in accordance with UK GAAP accounting standards and accounting policies.
4. The Service Provider will comply with all changes in accounting standards which are applicable to the Schemes. Examples of a change in accounting standards include but are not limited to:
  - (A) changes in Legislation;
  - (B) changes in financial reporting standards;
  - (C) changes in Chartered Institute of Public Finance and Accountancy (CIPFA) guidelines;
  - (D) changes in reporting requirements set out by the Department of Communities and Local Government, the GLA or any successor bodies; and
  - (E) changes in any other code of practice that is recognised by the Accounting Standards Board as a statement of recommended practice.
5. Compliance will be in accordance with timescales laid down in the relevant Accounting Standard.
6. The Service Provider will comply with requests from TfL for changes in accounting policies at no cost to TfL. A change in accounting policy is defined as any change in accounting treatment that does not result from a change in an accounting standard. Compliance with any such request shall not constitute a Change.
7. The Service Provider shall maintain, in relation to each transaction, accounting records for and on behalf of TfL to a standard equivalent to the requirements of sections 386 to 389 of the Companies Act 2006.

## **SCHEDULE 12**

### **Nominated Representatives**

1. TfL's Project Manager

Name: Nick Lawrence

Address: Congestion Charging & Traffic Enforcement,  
Transport for London,  
Palestra, 4th floor, 197 Blackfriars Road,  
Southwark, London SE1 8NJ

Telephone: 020 3054 2157

Fax: 020 3054 2007

2. The Service Provider's Contract Manager:

Name: Yvonne Byrne

Address: 42-44 Henry Street, Northampton, NN1 4BZ

Telephone: 01604 885453 or 07801 316974

Fax: 01604 633489

3. TfL's Contract Manager

Name: Martin Gubby

Address: Congestion Charging & Traffic Enforcement,  
Transport for London,  
Palestra, 4th floor, 197 Blackfriars Road,  
Southwark, London SE1 8NJ

Telephone: 020 3054 1597

Fax: 020 3054 2007

## **SCHEDULE 13**

### **TfL Bailiff Policy**

#### **1 General**

- 1.1 It is acknowledged by the Service Provider that TfL requires continuous change and improvement in the performance and delivery of the Services.
- 1.2 The purpose of the TfL Bailiff Policy is to provide specific guidance and further detail in respect of the requirements contained in schedule 2 (Statement of Requirements).
- 1.3 TfL Bailiff Policy shall be updated from time to time by TfL as a result of its review of the operation of the Services, performance monitoring, and feedback from Customers. Updates may be issued by TfL either by way of a specific addendum to this schedule or by re-issuing this schedule.

#### **2 Customer Dispute Resolution and Escalation**

- 2.1 The Service Provider shall comply with Annex A (Bailiff Guidelines for Dispute Resolution) and Annex B (Bailiff Guidelines for LEZ Dispute Resolution).
- 2.2 As referred to in paragraph 2.1.4 of schedule 2 (Statement of Requirements), the Service Provider shall Escalate Customer enquiries, complaints or other issues in accordance with Annex A (Bailiff Guidelines for Dispute Resolution) and Annex B (Bailiff Guidelines for LEZ Dispute Resolution).

#### **3 Enforcement Fees**

- 3.1 As referred to in paragraph 4.2.1 of schedule 2 (Statement of Requirements), the Service Provider shall comply with Annex C (Enforcement Fee Guidance).

#### **4 Execution of Warrants**

- 4.1 Extreme hardship, as referred to in paragraph 2.1.9 of schedule 2 (Statement of Requirements), shall include:
  - a. where the Customer is in ill health or infirm;
  - b. where the Customer is in prison; and
  - c. where the Customer is bankrupt or insolvent and the Customer can provide further evidence such as a court order or a company resolution.

- 4.2 As referred to in paragraph 2.1.10 of schedule 2 (Statement of Requirements), the Service Provider shall not undertake Enforcement Action in the following circumstances:
- a. where a Customer is deceased;
  - b. where the Customer has gone away or there is no contact at the Customer's address following at least one Visit by a Bailiff; (which has been verified by a new occupant or other reliable source such as a neighbour);
  - c. the value of the Customer's Goods are insufficient to cover the value of the outstanding amount owed;
  - d. where the Warrant has expired; and
  - e. where the Customer is on a tour of duty with the armed forces (which shall be verified by the Service Provider).
- 4.3 Where a warrant is transferred with a balance of less than £65.00 (CC & RNC) or £505 (LEZ) , then this should be returned prior to any enforcement activity.
- 4.4 All bailiff fees must be justifiable and transparent. A detailed breakdown of all fees and associated information (including time and dates of visits, and reference to agreed legislation) must be provided in all correspondence including letters left at the property by the bailiff.
- 4.5 Every attempt should be made to conduct the 1<sup>st</sup> visit to the property within 30 days of the 1<sup>st</sup> letter being issued.
- 4.6 In the event that the Traffic Enforcement Centre (TEC) receive notification of an Out of Time statutory Declaration, or N244 application, they will email you directly using the contact addresses provided. Where such notification is received, then action must be suspended immediately until notification of the outcome is received. Where a vehicle has already been clamped, then this should be released. Where goods have been removed, then these may be held for the duration, unless otherwise instructed by TfL.

**5 Not used.**

**6 Access to Customer Premises**

- 6.1 As referred to in paragraph 2.2.2 of schedule 2 (Statement of Requirements), 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:

- a. entering through windows; and
- b. entering through unlocked doors.

## **7 Removal of Goods**

7.1 As referred to in paragraph 2.3.1 of schedule 2 (Statement of Requirements), the Service Provider shall carry out the following actions prior to the Removal of Goods and/or taking possession of Goods:

- a. send at least an initial letter (as required under paragraph 2.1.5 of schedule 2 (Statement of Requirements)); and
- b. conduct at least one Visit without the Removal of Goods and/or taking possession of Goods.

7.2 Where a Customer is not present at the time a vehicle is Removed by the Service Provider, then the Service Provider shall:

- a) notify the Customer in writing of the Removal; and
- b) as referred to in paragraph 2.3.5 of schedule 2 (Statement of Requirements) inform the local police and the vehicle tracing service (TRACE) where appropriate, using the following details:
  1. PCN number;
  2. registered keeper details of the vehicle;
  3. VRM;
  4. vehicle make and model;
  5. the address that the vehicle was Removed from; and
  6. contact details of the Service Provider.

7.3 In the event that the Service Provider has removed a Customer's vehicle for sale at an auction 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 TfL in accordance with 7.4 below and await guidance from TfL.

7.4 Following the DVLA enquiry required under 7.3, the Service Provider shall Escalate a report to [enforcementpma@tfl.gov.uk](mailto:enforcementpma@tfl.gov.uk). This report shall include:

- a. PCN number;
- b. Customer name;
- c. VRM;
- d. make and model of vehicle;
- e. date that the initial letter was sent;
- f. the address that the initial letter was sent to;

- g. the dates of all Visits prior to the Removal of the vehicle;
- h. the address to which all previous Visits were made;
- i. the date that the vehicle was Removed;
- j. the address that the vehicle was Removed from;
- k. the sum of the outstanding debt owed by the Customer;
- l. the date of the most recent DVLA enquiry and the response;
- m. any relevant comments;
- n. any other contact that has been made with the Customer; and
- o. details as to whether the Customer was present when the vehicle was Removed.

7.5 The clamping or removal of a vehicle which is registered to Motability Finance, is displaying a disabled Badge, has a taxation class indicating disability, or where the registered keeper is a disable badge holder, is prohibited.

7.6 When clamping a vehicle, consideration should be given to any obstruction this may cause. Where the land is privately owned, but in use by the public, such as commercial / Industrial Estate Car parks, then permission from the land owner should be sought in advance, and there must a minimum of 3 outstanding warrants held.

7.7 At the request of TFL then a clamp should be released on the same day, or within a 24 hour period at the latest.

7.8 Where notification of an Out of Time Statutory Declaration, or N244 application, is received, after the removal of goods, then the Core Service Provider should be notified within 48 hours, to enable them to use this in their consideration of the decision to contest.

7.9 Immediately prior to the sale of a vehicle, then contact should be made with the Traffic Enforcement Centre (TEC), to verify that an Out of Time Statutory Declaration or N244 application has been made. Information from TEC should always supersede any authorisation provided by TfL.

## **8 DVLA enquiries**

8.1 Where the Service Provider finds any anomalies when performing a DVLA enquiry on a vehicle, the Service Provider shall suspend any Enforcement Action and inform TfL of the nature of the anomaly at: [enforcementpma@tfl.gov.uk](mailto:enforcementpma@tfl.gov.uk) and await further instruction from TfL. Possible anomalies include but are not be limited to:

- a. an incorrect spelling of the Customer's name;
- b. an incorrect door number for the Customer's address;
- c. an incorrect road name for the Customer's address; or
- d. an incorrect post code for the Customer's address.

## **9 The use of ANPR technology**

- 9.1 Where the Service Provider locates using ANPR technology the vehicle of a Registered Keeper who is believed to be the subject of an outstanding Warrant, the Service Provider shall perform a DLVA enquiry to ensure that the Registered Keeper of the vehicle, as recorded by the DVLA, is the same as the Customer in question. The Service Provider shall not be entitled to recover additional Enforcement Fees from the Customer for this enquiry. During the period that a VRM remains on the ANPR system, then updated DVLA checks should take place at a minimum of every 3 months.
- 9.2 Where the DVLA enquiry performed under 9.1 returns a Registered Keeper and address that matches the details of the Customer in question, the Service Provider may clamp or Remove the vehicle.
- 9.3 If the DVLA enquiry performed under 9.1 returns:
- a) a Registered Keeper that matches the Customer in question but a different address to that which the Service Provider has issued Correspondence to; and
  - b) the Service Provider is satisfied that the Customer moved address prior to the date on which the initial letter 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 initial letter stage (as described under paragraph 2.1.5 in schedule 2 (Statement of Requirements)).
- 9.4 Where the DVLA enquiry performed under 9.1 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 database.
- 9.5 The Service Provider shall not under any circumstance 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.
- 9.6 Vehicle details should not made available for ANPR activity, until after the expiry of the 17 day grace period following initial letter issue.
- 9.7 Following location of a VRM by the ANPR then confirmation of the vehicle make and model indicated on the warrant, should take place in advance of any enforcement activity.

## 10 Complaints

10.1 As referred to in paragraph 3.5.1 of schedule 2 (Statement of Requirements) the Service Provider shall manage complaints in accordance with this section 10.

10.2 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 Bailiffs, or requests for missing receipts.
- Stage 2 Complaints: first time complaints which are not 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. In addition, any complaint which is considered severe in nature. An example of a severe complaint might be an situation where, following an investigation, it is deemed necessary to issue formal warnings or suspensions to members of the Service Provider's Personnel.

10.3 The Service Provider shall be required to assign one or more reason codes to each complaint in accordance with the issues raised by the Customer in the complaint. These codes will be used for reporting purposes. The reason codes are:

- Query fees (F1)
- Query visit (V1)
- Query behaviour/actions of anyone working for the Service Provider, including any Sub-Contractors (B1)
- Query correspondence (C1)
- Query clamp and/or Removal of vehicle/Goods (R1)
- Query vehicle condition (V1)
- Query contact centre availability (CA1)
- Query ANPR process (A1)

10.4 The Service Provider shall use a wrap-up code when reporting the outcome of a complaint. The wrap-up codes shall be either 'founded' or 'non-founded' and shall be used for reporting purposes in accordance with schedule 5 (Service Level Agreement).



- 10.5 Where a complaint is received regarding a member of the Service Provider's Personnel, the name of that member of the Service Provider's Personnel shall be included in the complaints register.
- 10.6 Any refund or compensation that is paid to a Customer as a result of a complaint shall be recorded in the complaints register.
- 10.7 The Service Provider shall resolve all Customer complaints within 28 days, or such other period as agreed by TfL.

**11 Not Used**

## Annex A

# Bailiff Guidelines for Dispute Resolution

## Congestion Charging, Road Network Compliance & Low Emission Zone.

- CC & LEZ – Escalations to progress via the interface
- RNC – To be escalated direct to NCP - [CNPDebtteam@nslservices.co.uk](mailto:CNPDebtteam@nslservices.co.uk)

This document details the Escalation procedure and standard responses to be used by Bailiff Companies, dealing with Congestion Charging/Road Network Compliance and Low Emission Zone disputes and queries.

It is expected that this will be used in conjunction with all TFL documents and business rules.

**These examples should not be seen as exhaustive, and in all circumstances of concern it is preferable for action to be suspended and details escalated to TFL if in the event of any doubt or concern.**

REF	SCHEME	CUSTOMER	TFL COMMENT	RESPONSE &
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		<b>COMMENT</b>		<b>ACTION</b>
01	ALL	Paid – Customer claims to have paid the initial charge, or have paid the Penalty charge.	Customers should be able to provide some proof of payment, such as a receipt, or record of payment via Credit / Debit card , cheque etc	In ALL instances, action should be suspended and details escalated. Where evidence has been provided, please supply a copy or relevant details within the escalation.
02	ALL	Unintentional - Customer claims to have no knowledge of Zone, was unaware of signs or scheme / was lost	Signs are clearly displayed, and it is the responsibility of the driver to be aware of restrictions and requirements which affect the roads on which they are driving. These are not considered to be valid reasons for dispute	Proceed with enforcement
03	ALL	Moved Home – Customer claims to have moved home and has not received any of the penalty charges	Customers should be made aware that they are required to have updated the DVLA with details of any change of address, and had post forwarded to them in any interim period.	<b>CC / LEZ</b> – escalate change of address details to CSP – revert action to 1st letter stage. <b>RNC</b> – escalate change of address details to CSP and await further instruction.
04	ALL	I made representations with the statutory time frames and did not receive a response	Customers should be able to produce some form of documentation to support their claim.	In ALL instances, action should be suspended and details escalated. Where evidence has been provided, please

REF	SCHEME	CUSTOMER COMMENT	TFL COMMENT	RESPONSE & ACTION
				supply a copy or relevant details within the escalation.
05	ALL	Cancelled – Customer claims that TFL / TEC/ body of authority has cancelled the PCN	Customers should be able to produce some form of documentation to support their claim.	In ALL instances, action should be suspended and details escalated. Where evidence has been provided, please supply a copy or relevant details within the escalation.
06	ALL	Out of Time Stat Dec / Witness Statement / N244 application – Customer claims to be in the process of making such an application.	Customers should be able to provide a copy of the documentation.	Where copy documentation has been provided, hold action for 21 days, in which time, confirmation should have been provided by the CSP. <b>Where no proof can be provided, proceed with caution. .</b>
07	ALL	Blue Badge – Customer claims that they are exempt / PCN is not payable as	A Blue Badge holder is not exempt from the schemes or regulations	Where evidence of registration / exemption is provided , suspend

		they are a Blue Badge Holder		enforcement and escalate to CSP, including any appropriate evidence. Where no evidence is provided, proceed with caution.
REF	SCHEME	CUSTOMER COMMENT	TFL COMMENT	RESPONSE & ACTION
08	ALL	Not the customer's vehicle – Customer claims that the vehicle was sold prior to / brought after / was stolen at the time of the contravention, or claims to have never owned.	Customers should be able to support these claims with documentary evidence, such as Sales / Purchase receipt / crime number / DVLA or insurance documentation.	Where documentary evidence is provided, suspend enforcement and escalate to CSP. Where no evidence is provided, enforcement activity may continue with caution.
09	ALL	Trade / Cherished plate – Customer claims that an error has been made due to the use of trade plates, or a cherished plate transfer	Customers should be able to produce some form of documentation to support their claim.	In ALL instances, action should be suspended and details escalated. Where evidence has been provided, please supply a copy or relevant details within the escalation.
10	CC & RNC	Exemption / Discount / Not	Whilst there are specific exemptions	Where documentary

		subject - Customers claims to be exempt / Not subject to / compliant with the scheme.	and discounts that affect schemes, the customer should be able to provide proof of registration or supporting documentation	evidence is provided, suspend enforcement and escalate to CSP. Where no evidence is provided, enforcement activity may continue with caution.
10	LEZ	Certification – Customer claims to have a valid Low Emission or Reduced pollution certificate.	Customers should be able to provide a copy of the documentation.	In ALL instances, action should be suspended and details escalated. Where evidence has been provided, please supply a copy or relevant details within the escalation.
<b>REF</b>	<b>SCHEME</b>	<b>CUSTOMER COMMENT</b>	<b>TFL COMMENT</b>	<b>RESPONSE &amp; ACTION</b>
11	LEZ	Exemption / Discount / Not subject - Customers claims to be exempt / Not subject to / compliant with the scheme.	Customers should be able to provide a copy of the documentation.	In ALL instances, action should be suspended and details escalated. Where evidence has been provided, please supply a copy or relevant details within the escalation.
12	LEZ	DVLA error – vehicle has been incorrectly classified by DVLA	Customers should be able to produce some form of documentation to support their claim.	In ALL instances, action should be suspended and details escalated.

				Where evidence has been provided, please supply a copy or relevant details within the escalation.
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## Annex C

### Enforcement Fees Guidance

Fee associated	Value	Apply across
1 <sup>st</sup> Letter	Statutory Fee value	Y
2 <sup>nd</sup> Letter	No additional fees are to be applied for this service	Y

#### Attendance to Remove Goods:

Where Goods are Removed	Reasonable costs and charges (i.e. statutory fee to levy distress)
Where Goods are not Removed	Reasonable costs and charges
Disbursements incurred	To reflect true value of amount

The aggregate costs and charges for Visits shall not exceed the costs and charges for three Visits.

Unless there are exceptional circumstances, there shall not be additional Visit fees charged for multiple Visits made on the same day. In addition, where there has been no contact, then a reasonable time frame should elapse prior to additional Visit charges being applied to allow for extended periods of absence (such as holidays).

Where possible the costs and charges should be broken down further to reflect the actual costs involved, such as vehicle costs, insurance etc. This should also cover the first hour of the Bailiff's time, and any waiting time charges should not commence until after this period.

Any disbursements should reflect the true value of the associated costs, and the use of external suppliers must be supported by an invoice, which should be available to TfL on request. TfL appreciate that it may not always be possible to obtain accurate costings in advance, and will therefore allow the use of a standard charge; however this should be no more than 15% above the average cost of such a service. This will be monitored by TfL.

Please note that any damage to the clamp, and associated costs, cannot be recovered as Enforcement Fees, and will need to be pursued separately from the Customer by the Service Provider.



<b>Fee associated</b>	<b>Value</b>	<b>Apply across</b>
Storage Fees	Not to exceed £30.00 per day	N
Storage Fees (On Hold)	Not to exceed £7.50 per day	N

Any Storage Fees should not commence until midnight on the day of Removal. Where Enforcement Action has been suspended following the Removal of Goods, then Storage Fees should be charged at a reduced rate, as indicated.

Any Enforcement Fees that fall outside of the above (with the exception of statutory charges such as auctioneers' fees) should be submitted to TfL for agreement in advance.

## **SCHEDULE 14**

### **TfL Policies**

#### Contents

1. Workplace Harassment Policy