

**SCHEDULE 2**  
**Enforcement Operations SOR**

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## APPENDICES

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## **1 STATEMENT OF REQUIREMENTS**

### 1.1 Introduction

- 1.1.1 This document, along with its appendices, is part of schedule 2 (Statement of Requirements) of the London Road User Charging Agreement. Schedule 2 provides the requirements for the Business Operations, Enforcement Operations and Core IT Service Elements.

1.1.2 This document should be read in conjunction with other component documents of the Agreement.

1.1.3 Definitions of terms used in this document are contained in schedule 1 (Definitions).

1.1.4 The Common Statement of Requirements is a component document of schedule 2 which contains requirements common to the Business Operations, Enforcement Operations and the Core IT Service Elements.

1.1.5 The structure and layout of this document is ordered into sections. Each section has a heading with an introductory statement. This is followed by sub-headings containing requirements. Each requirement has two rows above containing the following information (see example of layout of Statement of Requirements):

- Requirement number;
- R1, R2 or Additional Services;
- Mandatory or For Your Information; and
- MIS.

**Example of layout of Statement of Requirements**

E1.1.1	R1	Mandatory
MIS		
Individual requirements are located from here onwards.		

1.1.6 The requirement number indicates the number of the individual requirement. The requirement number is made up of one (1) letter and three (3) numbers. The letter indicates the Statement of Requirements to which this requirement relates to (e.g. E = Enforcement Operations). The first number relates to the section number, the second number relates to the sub-section and the third number relates to the requirement number within that sub-section.

1.1.7 **R1** means Release 1 which is made up of those services which are required to support the Schemes available to the public at the Operational Commencement Date.

1.1.8 **R2** means Release 2 which is made up of Services that are planned to be introduced subject to feasibility and public consultation once Release 1 has been operational for twelve (12) months following Operational Commencement Date. The implementation of Release 2 is intended to be a “switching-on” of the services involved. Thus the functionality and processes involved in Release 2 must be designed, implemented and tested at the same time as Release 1.

1.1.9 **R1/R2** relates to those activities that must be performed to support both Release 1 and Release 2.

1.1.10 Additional Services are the services that may or may not be required during this contract.

1.1.11 Mandatory or FYI (For your Information) dictates the type of requirement. A mandatory requirement must be met by the Service Provider’s solution. FYI is

information either provided by TfL or shall be provided by TfL in due course to the Service Provider.

1.1.12 The next field indicates whether the requirement generates Data that needs an interface into the MIS system for the purposes of reporting.

<b>2 OVERVIEW OF SERVICES REQUIRED</b>		
<b>Introduction</b>		
The Service Provider shall provide PCN processing services for the Scheme(s).		
<b>2.1 General</b>		
E2.1.1	R1/R2	Mandatory
<p>The Service Provider shall ensure that the Scheme(s) or other civil enforcement schemes are enforced to the highest standards and that those who have not complied with the requirements of the relevant Scheme(s) are charged the appropriate Penalty Charge and, where appropriate, a PCN is issued. The Service Provider shall progress all Representations and Appeals made and ensure high rates of collection against issued penalties in accordance with this Agreement including without limitation to the Service Levels.</p>		
E2.1.2	R1	Mandatory
<p>The Service Provider shall be fully responsible for the Enforcement Operations System. The Service Provider’s responsibility for the Enforcement Operations System shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Building the Enforcement Operations System;</li> <li>• Building and maintaining all Interfaces between the Enforcement Operations System and Third Parties / Other Service Providers;</li> <li>• Operation of the Enforcement Operations System;</li> <li>• Provision of highly trained Personnel for Penalty Charge issue, progression, queries and payment processing; and</li> </ul>		



<ul style="list-style-type: none"> <li>• Maintenance of the Enforcement Operations System,</li> </ul> <p>as further set out in the following provisions of this Statement of Requirements.</p>		
E2.1.3	R1	Mandatory
<p>The Service Provider shall update the Core IT System with details on each significant event that occurs in the life of a PCN. These significant events include but not are limited to:</p> <ul style="list-style-type: none"> <li>• PCN/Penalty Charge raised;</li> <li>• PCN issued;</li> <li>• PCN paid;</li> <li>• PCN Appealed; and</li> <li>• Outcome of the Appeal.</li> </ul>		
E2.1.4	R1	Mandatory
<p>If the Registered Keeper/Person Liable for the Vehicle issued with a Penalty Charge Notice does not either pay the appropriate Penalty Charge in full or make a written Representation within the required timescale, the Service Provider shall have processes in place to recover the outstanding debt(s) as further set out in the following provisions of this Statement of Requirements.</p>		
E2.1.5	R1	Mandatory
<p>The Service Provider shall raise all Penalty Charges due for non-payment of the relevant Charge Payment, issue PCNs (where Registered Keeper/Person Liable details are available), process Representations and Appeals, receive payments made for Penalty Charges, process outstanding Penalty Charges and register and recover</p>		

unpaid PCNs as debts via the county court and Bailiff processes.		
E2.1.6	R1	Mandatory
The Service Provider shall be required to issue and process penalties relating to future Contravention Types introduced by TfL.		
E2.1.7	R1	Mandatory
The Service Provider shall ensure that the Enforcement Operations System has the flexibility to issue and process different levels of Penalty Charges, different levels of evidence requirements, and timelines for payment of Penalty Charges and responses to PCNs through various different Interfaces to penalty issue services as further set out in the following provisions of this Statement of Requirements.		
E2.1.8	R1	Mandatory
If TfL was to proceed with the introduction of additional Contravention Types, the Service Provider’s solution shall be sufficiently scalable to supply PCN processing services for any expansion of the current Charging Zone(s), any new Zone(s) or Scheme(s) or other non-charging related Enforcement products as further set out in the following provisions of this Statement of Requirements.		
E2.1.9	R1	Mandatory
The Service Provider shall provide a regular update via a secure communications channel to the Core IT System. This shall include, but not be limited to, registering updated Registered Keeper/Person Liable and VRM details, corrections required to Resident Discounts or corrections required for Convenience Card details.		

E2.1.10	R1	Mandatory
<p>The Service Provider shall request the Core IT System to make corrections and updates to Personal Data held by the Core IT System and the Service Provider shall check that these have been inputted accurately to prevent further actions, such as the issue of Penalty Charges based on incorrect Data recorded by the Business Operations Service Element.</p>		
E2.1.11	R1	Mandatory
<p>The Service Provider shall ensure that the method of making such requests, as detailed in E2.1.10, clearly identifies the correct and incorrect Data and that such method shall ensure that no further errors occur due to mistyping or misreading.</p>		

### 3 PCN PROCESSING TIMELINE

#### Introduction

Each PCN issued will progress through a number of Enforcement stages along the PCN processing timeline until the appropriate payment is received or the PCN is cancelled or written-off.

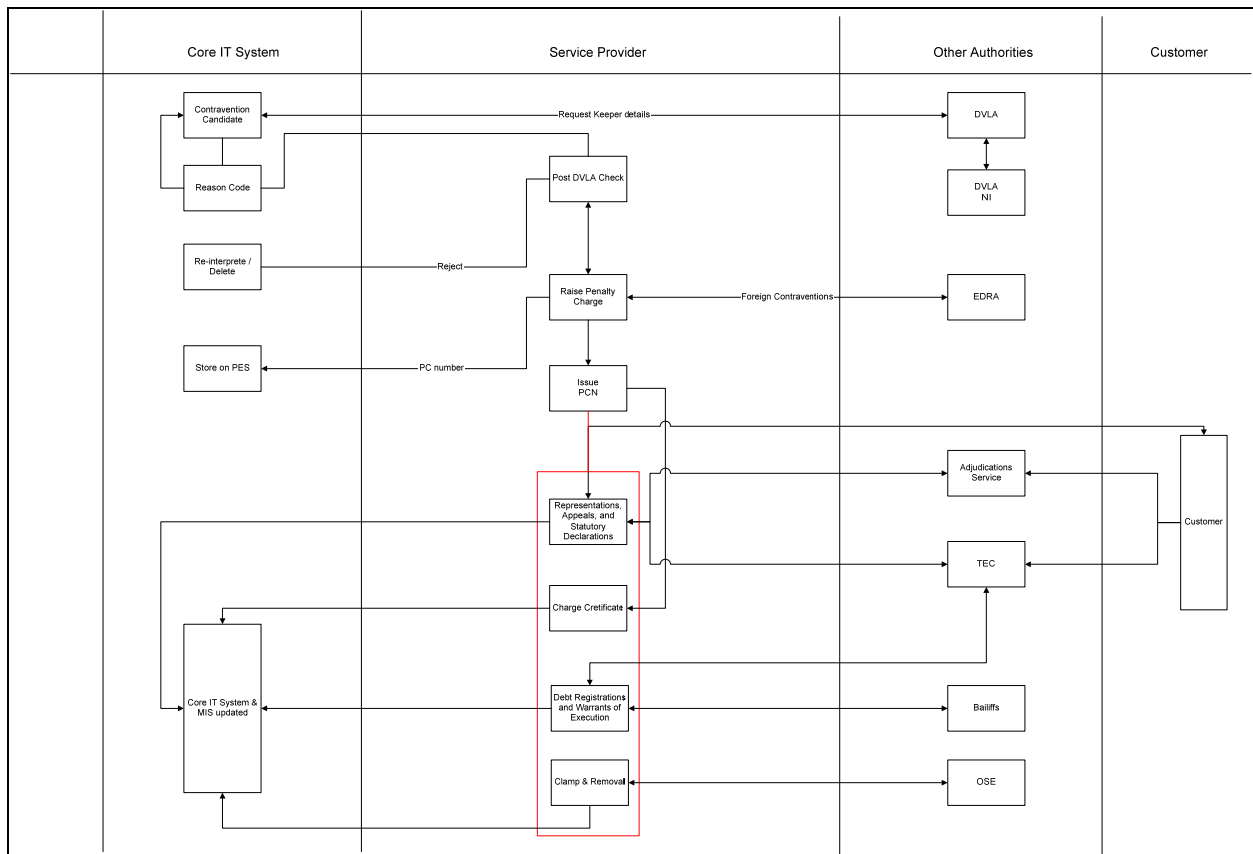
#### 3.1 General

E3.1.1

R1

FYI

Figure 1: Enforcement Operations process:



E3.1.2	R1	Mandatory
<p>The Service Provider shall adhere to all statutory requirements under the Scheme(s), including without limitation the Road User Charging (Enforcement and Adjudication) (London) Regulations 2001 (as amended) and the Road User Charging (Charges and Penalty Charges) (London) Regulations 2001 (as amended), and the Scheme Order(s). In addition the Service Provider shall adhere to all statutory requirements relating to any Services that the Service Provider may be required to provide in the future.</p>		
E3.1.3	R1	Mandatory
<p>The Service Provider shall differentiate between each of the Contravention Types within the Scheme(s) as further set out in the following provisions of this Statement of Requirements.</p>		
E3.1.4	R1	Mandatory
<p>The Service Provider shall follow a given ‘pathway’ for each Contravention Type within the Scheme for that particular Contravention Type.</p>		
E3.1.5	R1	Mandatory
<p>The Service Provider shall raise a different Penalty Charge for each Contravention Type for each relevant Scheme(s).</p>		
E3.1.6	R1	Mandatory

<p>The Service Provider shall issue a different PCN for each Contravention Type and follow the relevant timeline for that Contravention Type as set out in the relevant business rules.</p>		
E3.1.7	R1	Mandatory
<p>The Service Provider shall provide (as a minimum) the following PCN processing services for the Enforcement of the Schemes dependant upon the Contravention Type for example, Congestion Charging Scheme and LEZ Scheme PCNs do not have a Notice to Owner issue process but the Service Provider is likely to be required to issue and process PCNs that do have such a notice in the future:</p> <ul style="list-style-type: none"> <li>• Contravention Validation and Verification Checking (CVVC);</li> <li>• PCN issue, including bulk printing;</li> <li>• issue Enforcement Notice/Notice to Owner;</li> <li>• allocation of Penalty Charges/PCNs incurred by foreign Vehicles to the European Debt Recovery Agency;</li> <li>• identification of Persistent Evaders, the OSE Service Provider and Bailiff action;</li> <li>• issue Charge Certificates;</li> <li>• register debts;</li> <li>• issue Orders for Recovery;</li> <li>• process Statutory Declarations;</li> <li>• issue Warrants of Execution to Bailiffs contracted directly by TfL;</li> <li>• Representation consideration;</li> <li>• Appeal consideration;</li> <li>• operate sufficient payment facilities (PCN payment via telephone, Web and post);</li> <li>• process Penalty Charge payments;</li> </ul>		

- operate PCN Payment and Enquiry Service;
- process Enforcement correspondence;
- provision of Management Information;
- transfer of income collected to TfL within specified timescales;
- liaise with other enforcement agencies and bodies where permissible;
- liaise with the Core IT System; and
- liaise with TfL.

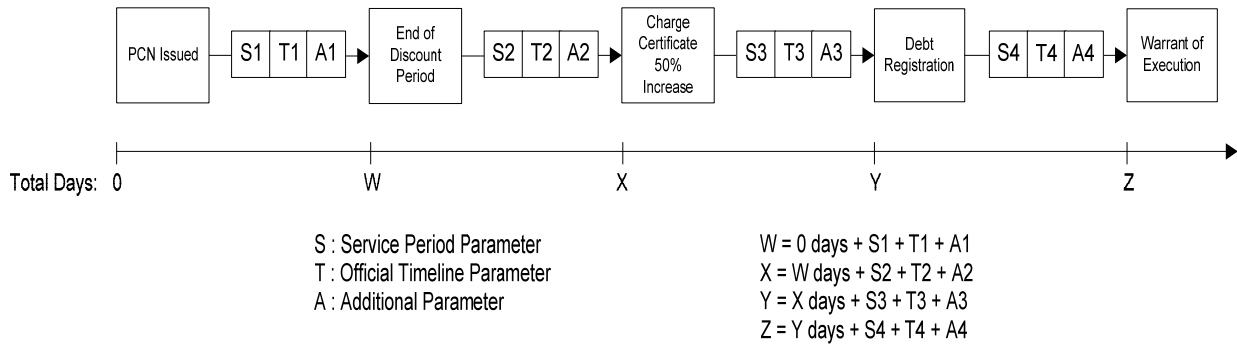
E3.1.8

R1

FYI

The current timelines for Congestion Charging Scheme PCNs are indicated in Figure 2: Timescales for Enforcement Action.

Figure 2: Timescales for Enforcement Action



E3.1.9

R1

Mandatory

The Service Provider shall ensure that each PCN issued or Penalty Charge raised progresses through the relevant Enforcement stages in accordance with the PCN processing timeline indicated in Figure 2, as detailed in E3.1.8, or as otherwise specified by TfL from time to time (depending on the Contravention Type) until a

Penalty Charge payment is received or the Penalty Charge is written off or cancelled.		
E3.1.10	R1	Mandatory
Depending on the Contravention Type, the Service Provider shall take a number of different Enforcement Actions at each stage of the PCN processing timeline ensuring that processes/'pathways' for each Contravention Type are independent of one another.		
E3.1.11	R1	Mandatory
The Service Provider shall provide the functionality to alter the timeline for PCN progression for each Contravention Type in accordance with TfL's instructions from time to time, without requiring a formal Change through schedule 9: Change Control Request Procedure. For the avoidance of doubt, the Service Provider is not authorised to alter any PCN progression without formal TfL approval. The Service Provider shall ensure that such changes to the PCN Processing timeline for each Contravention Type are independent of one another.		
E3.1.12	R1	Mandatory
The Service Provider shall Parameterise the Enforcement Operations System to allow independent configuration of the timelines between each stage of PCN processing within twenty four (24) hours of notification in writing by TfL to the Service Provider of the required change. Any changes to the PCN Processing timeline for a Contravention will only be applicable for PCNs issued from the effective date of such change, as specified by TfL, and all previously issued PCNs will follow their previous timeline.		
E3.1.13	R1	Mandatory



<p>The Service Provider shall automatically update all PCNs or Enforcement Operations Customer Records with the appropriate Penalty Charge amount and status in accordance with the PCN processing timeline. All such changes shall not constitute a Change through schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL.</p>		
E3.1.14	R1	Mandatory
<p>For each Contravention Type, the Service Provider shall Parameterise the Penalty Charge amounts applicable to each stage of the PCN processing timeline and their associated surcharges. The Service Provider shall deal accordingly with any changes to the amounts and this shall not constitute a Change through schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL.</p>		
E3.1.15	R1	Mandatory
<p>The Service Provider shall Parameterise the Enforcement Operations System in accordance with the minimum time required to have elapsed at each PCN processing stage prior to the individual case progressing to the next stage of Enforcement Action, as agreed by TfL, the TEC and the Adjudication Service.</p>		
E3.1.16	R1	Mandatory
<p>Where the timelines for Enforcement Action are changed by TfL (e.g. the time allowed for Penalty Charge payment is increased from one (1) day to three (3) weeks), the Service Provider shall process the PCN in accordance with the new timeline specified by TfL.</p>		

E3.1.17	R1	Mandatory
<p>The Service Provider shall include three (3) categories of Parameter for each stage of progression along the PCN processing timeline (such stages being PCN, Notice to Owner (where applicable), Charge Certificate, Debt Registration, Order for Recovery and application for Warrant of Execution). These Parameters shall include:</p> <ul style="list-style-type: none"> <li>• a service period Parameter;</li> <li>• an “official” timeline Parameter determining the time between each Enforcement stage; and</li> <li>• an additional Parameter for events such as postal delay.</li> </ul> <p>The relationship between each of the categories of Parameter and the PCN processing timeline is indicated in Figure 2: Timescales for Enforcement Action set out above.</p>		
E3.1.18	R1	Mandatory
<p>The Service Provider shall calculate the dates to be included on the PCN using the service period Parameter. This service period shall initially be set to two (2) days but the Service Provider shall allow for future changes to the service period.</p>		
E3.1.19	R1	Mandatory
<p>The Service Provider shall ensure that the payment period begins upon expiry of the initial service period.</p>		
E3.1.20	R1	Mandatory
<p>The Service Provider shall take into account a set period to allow for any postal delay</p>		

<p>to all Enforcement correspondence. The currently envisaged policy is that a period of seven (7) days shall be allowed for postal delay to all Enforcement correspondence. The set period allowed for any postal delay is subject to change as per TfL’s guidelines.</p>		
E3.1.21	R1	Mandatory
<p>The Service Provider shall calculate the date to be included on the PCN for when a Representation or discounted payment is to be received by, and the date for when a Representation or full payment is to be received by, using the formula:  “date of issue” + “service period” + “discounted/full period” respectively.  For example, the dates to be shown on a Congestion Charging Scheme PCN for discounted payments, receipt of a Representation or full payment, are calculated as:  PCN issued (1st Dec) + service period (2 days) + discounted period (14 days)  discounted payment must be received by midnight on 17th December.  PCN issued (1st Dec) + service period (2 days) + full period (28 days).  Full payment must be received by midnight on 31<sup>st</sup> December.</p>		
E3.1.22	R1	Mandatory
<p>The Service Provider shall ensure that Enforcement correspondence (Notice to Owners, Charge Certificates etc) is issued automatically in accordance with prescribed timelines following the date of issue of the PCN.</p>		

<b>4 RECEIPT OF CONTRAVENTION RECORDS AND PCN ISSUE</b>		
<b>Introduction</b>		
<p>Evidential Records for the various Contravention Types will be received from the Core IT System and Contravention Records will be created via the Contravention Validation and Verification Checking (CVVC) which will determine whether a Penalty Charge will be raised. All incorrectly interpreted and poor quality Evidential Records will be returned to the Core IT System via the Core Interface which will pass these on to the Detection and Enforcement Infrastructure Service Provider for re-interpretation or deletion (where relevant).</p>		
<b>4.1 Receipt of Contravention Records</b>		
E4.1.1	R1	FYI
<p>For the Congestion Charging Contravention Type, Registered Keeper/Person Liable details as well as Vehicle details for Contravention Candidates will be returned from the DVLA to the Service Provider via the Core IT System (on the next Working Day following the deadline for Payment).</p>		
E4.1.2	R1	Mandatory
<p>The Service Provider shall receive a Message from the Core IT System containing a copy of the Evidential Record for each charging Contravention Candidate for the relevant Contravention Type.</p>		
E4.1.3	R1	Mandatory

As required, the Service Provider shall print Evidential Records in the format specified in appendix 16: Evidential Record Template.		
E4.1.4	R1	Mandatory
<p>In respect of the Scheme(s), Data contained in the Messages shall contain five (5) Images for each Contravention Candidate. The Images will include:</p> <ul style="list-style-type: none"> <li>• the Mono Platepatch – a black and white close up Image of the Vehicle number plate;</li> <li>• the Mono Contextual – a black and white Image of the Vehicle;</li> <li>• Colour Contextual – a colour Image of the Vehicle;</li> <li>• Colour Contextual before – a colour Image of the Vehicle 0.25 seconds before the exact time of the offence; and</li> <li>• Colour Contextual after – a colour Image of the Vehicle 0.25 seconds after the exact time of the offence.</li> </ul>		
E4.1.5	R1	Mandatory
The Service Provider shall be able to receive (approximately twice a Month) and store compact disc sized WORM media (that hold the encryption keys for the Evidential Records) from the Detection and Enforcement Infrastructure Service Provider.		
E4.1.6	R1	Mandatory
The Service Provider shall store the compact disc sized WORM media received from the Detection and Enforcement Infrastructure Service Provider in accordance with schedule 14: Security Policy.		

E4.1.7	R1	Mandatory
The Service Provider shall allow Authorised TfL Personnel to access and retrieve media from the store, on request by TfL.		
E4.1.8	R1	Mandatory
For Schemes other than the Congestion Charging Scheme TfL anticipates that the Service Provider will have direct Interfaces (i.e. not via the Core IT System) to the relevant Service Providers or organisations where different levels of evidence to support the Contraventions will be provided and stored by the Service Provider. For example, if the Service Provider takes on the management of TfL's bus lane Contraventions, the offences will be identified by TfL's in house TECO team and passed to the Service Provider through a direct Interface for PCN issue and progression.		
E4.1.9	R1	Mandatory
The Service Provider's System shall support multiple Interfaces for different Contraventions and different levels of evidence to those stated for Congestion Charging Penalty Charges. As a minimum the Service Provider's Systems shall support the receipt, storage and access to digital and analogue Images, MPEG4 video and handwritten contemporaneous notes.		
E4.1.10	R1	Mandatory
The Service Provider shall devise and implement contingency procedures to mitigate the effects of the following:		

<ul style="list-style-type: none"> <li>• failure by the Core IT System to provide the list of Contravention Candidates, Vehicle and Registered Keeper/Person Liable details or Images; and</li> <li>• failure of the Service Provider Interface(s) to the Core IT System which prevents the Service Provider obtaining the list of Contravention Candidates, Vehicle and Registered Keeper/Person Liable details and Images.</li> </ul>		
E4.1.11	R1	Mandatory
<p>In the event of the failure of the Interface to the Core IT System, the Service Provider shall operate fallback procedures in accordance with schedule 25: Business Continuity.</p>		
E4.1.12	R1	Mandatory
<p>For all applicable Contraventions, the Service Provider shall create a Contravention Record (for each VRM in the list of Contravention Candidates) which shall include the relevant five (5) Images and the relevant Vehicle and Registered Keeper/Person Liable information provided by the DVLA via the Core IT System.</p>		
<p><b>4.2 Processing of Contravention Records</b></p>		
E4.2.1	R1	Mandatory
<p>On receipt of the Data required for the Contravention Record from the Core IT System, the Service Provider shall load the Contravention Record details onto the Enforcement Operations System.</p>		
E4.2.2	R1	Mandatory
MIS		
<p>For each Contravention Record, the Enforcement Operations System shall have the</p>		

flexibility to change or update the following Data fields as suitable:

- VRM of the Vehicle;
- make of the Vehicle\*;
- model of the Vehicle\*;
- colour of the Vehicle\*;
- Vehicle length\*;
- Registered Keeper/Person Liable for the Vehicle\*;
- Registered address of the Registered Keeper/Person Liable for the Vehicle\*;
- engine capacity of the Vehicle\*;
- taxation class description of the Vehicle\*;
- body type description of the Vehicle\*;
- propulsion type of the Vehicle\*;
- Contravention Type;
- Contravention location;
- Contravention date;
- Contravention time;
- Vehicle width\*;
- Response Code provided by DVLA to the Core IT System;
- foreign country details\*;
- number of seats in the Vehicle\*;
- Vehicle weight\*; and
- Euro Standards classification\*.

The Enforcement Operations System shall have the flexibility to update the Data fields marked with an asterisk (\*), as required, throughout the Enforcement Process.



E4.2.3	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that where the Data held within a Data field is updated an audit trail for this update and the previous information held in that Data field is available.</p>		
E4.2.4	R1	Mandatory
MIS		
<p>The Service Provider shall display the audit information with the update, including at a minimum the following information:</p> <ul style="list-style-type: none"> <li>• username of the person who updated the Data field (if manual);</li> <li>• batch ID of the process that updated the Data field (if automatic);</li> <li>• date the update occurred;</li> <li>• time the update occurred; and</li> <li>• why the update occurred.</li> </ul>		
E4.2.5	R1	Mandatory
<p>The Service Provider shall provide a query structure which will permit requests for searches of the Image and Data store on one (1) or more of the following criteria:</p> <ul style="list-style-type: none"> <li>• Partial VRM;</li> <li>• date of Contravention;</li> <li>• full or part name of the Registered Keeper/Person Liable;</li> <li>• range of dates</li> <li>• full or part address of Registered Keeper/Person Liable; and</li> <li>• unique identifier.</li> </ul>		

E4.2.6	R1	Mandatory
<p>The Service Provider shall ensure that the response to the query structure for each Evidential Record includes as a minimum:</p> <ul style="list-style-type: none"> <li>• number of matching Evidential Records;</li> <li>• unique identifier;</li> <li>• Images of the Contravention;</li> <li>• VRM;</li> <li>• date of Contravention;</li> <li>• status of Contravention;</li> <li>• time of Contravention; and</li> <li>• facility to view individually the matching options (if more than one (1)).</li> </ul>		
<p><b>4.3 Contravention Validation and Verification Checking (CVVC)</b></p>		
E4.3.1	R1	FYI
<p>The CVVC is an essential aspect of the Enforcement process. It ensures (for Congestion Charging Scheme and other Contravention Types received via the Core IT System) that the VRM interpreted by the NRS is correct and determines whether a Penalty Charge should be raised, whether the VRM has been interpreted incorrectly or another different action is required (such as tagging the interpreted VRM as a Tampered Vehicle or Ringed Vehicle).</p> <p>Failure to provide sufficient resources or adequate systems and processes to undertake the CVVC will have serious consequences for the Service Provider and TfL.</p> <p>These include:</p> <ul style="list-style-type: none"> <li>• high levels of Representations and Appeals as a result of incorrectly issued PCNs;</li> </ul>		

<ul style="list-style-type: none"> <li>• high levels of complaints and adverse publicity to the Service Provider and TfL;</li> <li>• claims for costs and expenses from Registered Keeper/Person Liable of Vehicles issued PCNs which did not enter the Charging Zone; and</li> <li>• breach of obligations under the DPA due to incorrectly issued PCNs or Third Party access to Vehicle Images.</li> </ul>		
E4.3.2	R1	Mandatory
<p>The Service Provider shall load the Images provided by the Core IT System onto the Enforcement Operations System upon receipt ensuring each Image accurately matches the correct Contravention Candidate.</p>		
E4.3.3	R1	Mandatory
<p>The Service Provider shall provide sufficient resources to undertake the CVVC.</p>		
E4.3.4	R1	Mandatory
<p>The Service Provider shall provide a dedicated team of trained resources to perform the CVVC.</p>		
E4.3.5	R1	Mandatory
<p>The Service Provider shall implement and manage a supervisory structure that enables close and regular supervision of the CVVC process.</p>		
E4.3.6	R1	Mandatory

The Service Provider shall ensure that the Enforcement Operations System shall present at a minimum the following information to the Service Provider’s CVVC checkers for each Contravention Candidate:

- VRM of the Vehicle, in large (minimum size 36) font. This must be the same VRM interpreted by the Detection and Enforcement Infrastructure Service Provider and sent to the DVLA;
- make, model and colour of the Vehicle as provided by the DVLA for the interpreted VRM;
- Response Code provided by the DVLA;
- indication (i.e. "Registered Keeper/Person Liable details present Y/N") of whether the Registered Keeper/Person Liable details have been provided by the DVLA (not the details themselves);
- copy of the Mono Platepatch Image which should be directly above the large font reproduction of the interpreted VRM;
- copy of the Mono Contextual Image; and
- access to the Colour Contextual Images via links on the main CVVC screen.

E4.3.7	R1	Mandatory

The Service Provider shall ensure that the Enforcement Operations System shall have flexible Parameters to enable the prioritisation of Contravention Candidates for CVVC checking (for example, all those Contravention Candidates not processed from the day before, all those Contravention Candidates with Registered Keeper/Person Liable details to be processed first).

E4.3.8	R1	Mandatory

The Service Provider shall undertake CVVC checking of the Contravention Records

<p>according to the following order of priority:</p> <ul style="list-style-type: none"> <li>cases with the oldest Contravention date (these shall normally be cases previously rejected by the Service Provider through the CVVC process which have been reinterpreted by the Core IT System and returned through the Enforcement Process);</li> <li>cases from the previous Charging Day in order of Confidence Level of the Images, where DVLA have provided Registered Keeper/Person Liable details;</li> <li>cases from the previous Charging Day in order of Confidence Level of the Images, where DVLA have not provided Registered Keeper/Person Liable details; and</li> <li>cases from the previous Charging Day where DVLA have returned a “non standard” Response Code.</li> </ul>		
E4.3.9	R1	Mandatory
<p>The Service Provider shall ensure that Parameters are flexible enough to accommodate specific requests by TfL to change the prioritisation of the Contravention Candidates at short notice. The Service Provider shall implement such changes within twenty four (24) hours of notification by TfL in writing (including by email). For the avoidance of doubt the Service Provider is not permitted to make any change to the prioritisation of the Contravention Candidates without authorisation from TfL. All such changes shall not constitute a Change through schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL.</p>		
E4.3.10	R1	Mandatory
MIS		
<p>The Service Provider shall provide a report by camera ID on the Images that are rejected during the Confidence Check due to poor quality of Image.</p>		
E4.3.11	R1	Mandatory

<p>The Service Provider shall ensure that all rejected Images are sent back to Core IT System (via the Core Interface) which shall pass them on to the Detection and Enforcement Infrastructure Service Provider for re-interpretation or deletion where relevant.</p>		
E4.3.12	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that all rejected Images (sent back to the Core IT System) are forwarded along with the reasons for rejection. The reasons for rejecting a Contravention Candidate include but are not limited to:</p> <ul style="list-style-type: none"> <li>• no offence has occurred, e.g. a road diversion was in place at the time;</li> <li>• VRM has been incorrectly identified or interpreted; and</li> <li>• Evidential Records do not meet the requirements for Enforcement.</li> </ul>		
E4.3.13	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the CVVC checking functionality gives the CVVC checkers the following options during the processing of Contravention Candidates:</p> <ul style="list-style-type: none"> <li>• accept the record as a “confirmed” Vehicle record;</li> <li>• accept the record as a “Ringed” Vehicle record;</li> <li>• accept the record as a “Tampered” Vehicle record;</li> <li>• accept the record as a “Diplomatic” Vehicle record;</li> <li>• accept the record as a “foreign” Vehicle record;</li> <li>• reject the record as a “partial” Vehicle record;</li> </ul>		

<ul style="list-style-type: none"> <li>• reject the record as a “misread” Vehicle record;</li> <li>• reject the record as a “Tampered” Vehicle record;</li> <li>• reject the record as an “Image quality” Vehicle record;</li> <li>• escalate the record to a team leader or TfL’s PMA as a “Ringed” Vehicle record;</li> <li>• escalate the record to a team leader or TfL’s PMA as a “Tampered” Vehicle record;</li> <li>• escalate the record to a team leader or TfL’s PMA as a “foreign” Vehicle record; and</li> <li>• escalate the record to a team leader or TfL’s PMA as an “Image quality” Vehicle record.</li> </ul>		
E4.3.14	R1	Mandatory
<p>For each Contravention Candidate, the Service Provider’s CVVC checkers shall check that the VRM as sent to the DVLA (via the Core IT System) and presented on the Enforcement Operations System’s CVVC screen has been correctly interpreted (using the DVLA information provided by the Core IT System as a guide and with reference to the CVVC procedure, which will be provided, and amended from time to time, by TfL).</p>		
E4.3.15	R1	Mandatory
<p>The Service Provider shall ensure that the CVVC functionality includes the ability for a User to undo a decision made in error and amend the Contravention Candidate case to reflect the correct decision. The Service Provider shall ensure that the Enforcement Operations System requires a User to record a decision before exiting from the Contravention Record.</p>		
E4.3.16	R1	Mandatory

The Service Provider shall send all CVVC checked Images through to a second CVVC check, which shall require a different CVVC checker to undertake the CVVC check process in order for the case to progress.		
E4.3.17	R1	Mandatory
The Service Provider shall ensure that Contravention Candidates undergoing CVVC checking do not identify at what stage of the CVVC check the Contravention Candidate is at or the results of any previous CVVC check(s).		
E4.3.18	R1	Mandatory
Where the outcome of the second CVVC check results is different to that of the first CVVC check, the Service Provider shall escalate to a third CVVC checker (preferably a team leader) who will have view of the different outcomes selected by the different CVVC checkers. The third CVVC checker shall undertake the final CVVC check, based on the differing outcomes as well as the evidence available.		
E4.3.19	R1	Mandatory
MIS		
The Service Provider shall record all cases where a third CVVC check is required. This record shall include the three (3) CVVC checkers' IDs and outcomes, and shall be used for training and performance management purposes. The Service Provider shall make this report available to TfL on request.		
E4.3.20	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System shall have a real time management tool which shall provide detailed statistics regarding the CVVC		



process and workload management. The Enforcement Operations System's functionality shall include, but not be limited to:

- total number of Contravention Candidates by Contravention Type in the CVVC process at the start of the check and at the time of Enquiry;
- total number of Contravention Candidates remaining to be checked including key details such as the percentage of Contravention Candidates that fall into each Response Code category;
- number of Contravention Candidates checked by each CVVC checker and the check rate of case per hour over a Parameterised time period per CVVC checker;
- number of Contravention Candidates “accepted” or “rejected” through the CVVC process and by each individual CVVC checker;
- estimates of the final, completed CVVC checking totals based on the current performance such as estimated total number of PCNs to be issued, Penalty Charges raised and cases rejected and sent back to the Core IT System;
- work management tools which provide key statistics, reports and performance Data which provide assistance to the Service Provider’s management team with the day-to-day management of the CVVC process, estimate the likely completion time of the CVVC check each day, provide sufficient resources to complete the CVVC check and make key decisions relating to the PCN processing services and operation; and
- detailed and comprehensive “end-of-day” reports providing detailed breakdown of volumes, checker performance, outcomes, trends and comparisons.

E4.3.21	R1	Mandatory
MIS		

The Service Provider shall ensure that all available options in the CVVC checking functionality will result in one (1) of the actions, as detailed in Table 1: Contravention Candidate Actions.

Table 1: Contravention Candidate Actions

Action	Vehicle Record Type	Result
Accept	Confirmed	Contravention Record updated with the Vehicle status set to “Confirmed”.
Accept	Ringed	Contravention Record updated with the Vehicle status set to “Ringed”.
Accept	Tampered	Contravention Record updated with the Vehicle status set to “Tampered”. All notes to be stored under Vehicle status.
Accept	Diplomatic	Contravention Record updated with the Vehicle status set to “Diplomatic”.
Accept	Foreign	Contravention Record updated with the Vehicle status set to “Foreign”.
Reject	Partial	VRM, Contravention date, “Vehicle record type” and operator ID to be recorded.
Reject	Misread	VRM, Contravention date, “Vehicle record type” and operator ID to be recorded.
Reject	Tampered	VRM, Contravention date, “Vehicle record type” and operator ID to be recorded.
Reject	Image quality	VRM, Contravention date, “Vehicle record type” and operator ID to be recorded.
Escalate	Ringed	Notes to be completed as to the reason for the escalation and the operator ID who escalated the

		record.
Escalate	Tampered	Notes to be completed as to the reason for the escalation and the operator ID who escalated the record.
Escalate	Foreign	Notes completed as to the reason for the escalation and the operator ID who escalated the record.
Escalate	Image Quality	Notes completed as to the reason for the escalation and the operator ID who escalated the record.
E4.3.22	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that:</p> <ul style="list-style-type: none"> <li>• all “accept” actions result in an “accept” Message being sent to the Core IT System with the relevant Penalty Charge number;</li> <li>• all “reject” actions result in a “reject” Message being sent to the Core IT System with the relevant “Vehicle Record Type”; and</li> <li>• all “escalate” actions result in the record being escalated to a team leader for processing using one of the “accept” or “reject” actions available.</li> </ul>		
E4.3.23	R1	Mandatory
MIS		
<p>Where a Contravention Candidate case is accepted, the Service Provider shall raise a Penalty Charge and allocate a unique number to the Contravention Record using the algorithm provided in appendix 30: TEC Code of Practice annex 6A. All Contraventions</p>		

for other non-charging Scheme Contraventions received directly (rather than through the Core IT System) will either:

- be provided to the Service Provider with a Penalty Charge number already generated and, therefore, will bypass the CVVC Check process and follow the required progression timeline; or
- will require the allocation of a unique Penalty Charge number using the algorithm as provided in appendix 30: TEC Code of Practice and may require some level of Contravention checking as specified in annex 6A. The level of pre PCN issue checking required will be clarified with the Service Provider should TfL require the Service Provider to manage the issue and processing of such penalties in the future.

E4.3.24	R1	Mandatory

The Service Provider shall ensure that each Penalty Charge raised goes through a validation process. The validation process will be in three (3) parts: the diplomatic check, the Response Code check and the Hotlist check.

E4.3.25	R1	Mandatory

Diplomatic check:

The Service Provider shall check the VRM of each Penalty Charge raised to see if it matches a diplomatic number plate (a plate of the format nnnDnnn or nnnXnnn (where n is a number) or where it matches a list of diplomatic cherished number plates provided by TfL).

E4.3.26	R1	Mandatory

If a VRM of a Penalty Charge matches a diplomatic number plate, the Enforcement

Operations System shall update the Contravention Candidate so that the Vehicle status is set to “diplomatic”.		
E4.3.27	R1	Mandatory
MIS		
The Enforcement Operations System shall automatically cross-reference the first three (3) digits of the number plate or, in the case of a diplomatic cherished number plate, the entire number plate with a table of diplomatic mission codes and the Registered Keeper/Person Liable details, which should be empty. The Service Provider shall update these fields with the relevant details provided for that mission by TfL.		
E4.3.28	R1	Mandatory
MIS		
Where a Contravention Candidate is identified as “diplomatic” but the Registered Keeper/Person Liable details already exist, the Service Provider shall flag this and escalate to TfL’s PMAs for advice.		
E4.3.29	R1	Mandatory
The Service Provider shall ensure that cases identified as a Diplomatic Vehicle do not pass through the Response Code check but go through the Hotlist check.		
E4.3.30	R1	Mandatory
MIS		
<p><u>Response code check</u></p> <p>The Service Provider shall check the Response Code of each Penalty Charge raised against a list of “non-standard” Response Codes. Where the Response Code for a Contravention Record matches a non-standard Response Code, the Service Provider shall follow the appropriate action. This action will be to:</p>		

<ul style="list-style-type: none"> <li>cancel the Penalty Charge with an appropriate cancellation code; or</li> <li>flag the Penalty Charge so that the Vehicle and Registered Keeper/Person Liable details are re-requested at a pre-determined time, e.g. weekly, for a pre-determined number of occasions, e.g. four (4).</li> </ul>		
E4.3.31	R1	Mandatory
<p><u>Hotlist check</u></p> <p>The Service Provider shall ensure that all Penalty Charges, including those identified as diplomatic or matched in the Response Code check, pass through the Hotlist check.</p>		
E4.3.32	R1	Mandatory
<p>The Enforcement Operations System shall have a Hotlist function to filter out VRMs accepted in the Manual Checking process which have been identified as requiring a different course of action through other processes (such as the Representations process). The Hotlist of VRMs will contain the dates of listing and reason for being on the Hotlist.</p>		
E4.3.33	R1	Mandatory
MIS		
<p>The Enforcement Operations System shall allow such VRMs to be entered for any Representation or Appeal accepted on the basis that a PCN was not applicable as another Vehicle had been captured displaying a Tampered or copied number plate (i.e. Tampered/Cloned Vehicle).</p>		
E4.3.34	R1	Mandatory
MIS		

The Service Provider shall flag any VRM entered onto the Hotlist with the reason why it has been placed on the Hotlist. This shall be in the form of a code. Reasons shall include but not be limited to:

- Ringed Vehicle;
- Cloned Vehicle;
- Tampered Vehicle;
- exceptional agreement not to issue a Penalty Charge to a specific VRM;
- exceptional agreement not to issue a Penalty Charge to a specific person;
- exceptional agreement not to issue a Penalty Charge to a specific address or postcode; and
- TfL instruction.

E4.3.35

R1

Mandatory

On request by TfL, the Service Provider shall implement changes to the above codes no later than within twenty four (24) hours of notification. All such changes shall not constitute a Change through the schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL. For the avoidance of doubt, the Service Provider may not add, change or delete any Hotlist codes without authorisation from TfL.

E4.3.36

R1

Mandatory

MIS

The Service Provider shall process Contravention Records which have a VRM that matches the VRM on the Hotlist within a start and end date as per the instructions for that particular code as agreed with TfL. These instructions shall be Parameterised and will include, but not be limited to:

- whether a Penalty Charge is raised;

- whether a PCN (if Registered Keeper/Person Liable details are available) is issued;
- whether the Registered Keeper/Person Liable details provided by the Core IT System are superseded by other details obtained from alternative sources;
- whether the make/model/colour details are replaced; and
- whether or not the evidence is deleted.

This is to ensure that, regardless of whether or not the Core IT System provides the Registered Keeper/Person Liable details, any known innocent Registered Keeper/Person Liable will not receive a PCN yet the Vehicle displaying the copy of the VRM will be treated as a Persistent Evader and shall thus be subject to OSE action.

E4.3.37	R1	Mandatory

The Enforcement Operations System shall allow the Service Provider’s authorised Personnel to add and remove VRMs to the Hotlist (on an ad-hoc basis where the VRM is added to the Hotlist for a Parameterised time period). Such VRMs may have been identified via other processes. The Service Provider shall provide such functionality to TfL through the Interface to the Service Systems.

E4.3.38	R1	Mandatory

The Service Provider shall maintain the Hotlist in order to ensure accurate PCN processing services.

E4.3.39	R1	Mandatory

For each reason code on the Hotlist, the Service Provider shall provide an option, which may request a configurable standard letter to be sent to the Registered Keeper/Person Liable for the Vehicle on the Hotlist. TfL will notify the Service Provider



of codes and circumstances where such a letter will be issued rather than a penalty and the Service Provider shall issue such letters at no cost to TfL.		
E4.3.40	R1	Mandatory
<p>The Enforcement Operations System shall have a bulk delete facility which shall allow, only under the direction of or following consultation with named TfL Enforcement Personnel, the bulk deletion of cases which would otherwise result in a Penalty Charge or PCN. The current list of Authorised TfL Personnel are:</p> <ul style="list-style-type: none"> <li>• Head of Enforcement Operations;</li> <li>• Representations and Appeals Manager; and</li> <li>• Enforcement Validation and Verification Manager.</li> </ul>		
E4.3.41	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that access to the bulk delete facility is strictly controlled to the most senior members of the Service Provider’s management team. The date, time and system user of each bulk deletion activity must be recorded and provided to TfL on request.</p>		
E4.3.42	R1	Mandatory
<p>The Service Provider shall provide automated control of the bulk deletion to TfL’s Enforcement team who are:</p> <ul style="list-style-type: none"> <li>• Head of Enforcement Operations;</li> <li>• Representations and Appeals Manager; and</li> <li>• Enforcement Validation and Verification Manager,</li> </ul>		

via the TfL remote Interface.		
E4.3.43	R1	Mandatory
MIS		

The reasons and functionality for the bulk deletion facility shall be as shown in Table 2: Bulk Delete Functionality.

Table 2: Bulk Delete Functionality

Description	Deletion Parameters
Diversions into the Charging Zone during Charging Hours as identified by TfL	The deletion of all Contravention Candidates accepted after Manual Checking for capture events on or between specified dates and start/end times for a range of camera numbers and locations or for all cameras numbers and locations.
Serious Security Incident	The deletion of all Contravention Candidates accepted after Manual Checking for capture events on or between specified dates and times.
Exceptional agreement not to issue a Penalty Charge to a specific Vehicle.	The deletion of all Contravention Candidates accepted after Manual Checking for a specific VRM.
Exceptional agreement not to issue a Penalty Charge to a specific person	The deletion of all Contravention Candidates accepted after Manual Checking for a specific person (e.g. where the correct Registered Keeper/Person Liable as provided by

	DVLA is known).
Exceptional agreement not to issue a Penalty Charge to a specific address and/or postcode	The deletion of all Contravention Candidates accepted after Manual Checking for a specific address and/or postcode.
Multiple VRM Upload	The deletion of all Contravention Candidates accepted after Manual Checking for a number of different VRMs for a Parameterised number of Contravention dates. Upload would be possible through the provision of lists of VRMs provided to the Service Provider in, as a minimum, CSV files and Microsoft Excel spreadsheets.

**4.4 Diplomatic Vehicles**

E4.4.1	R1	Mandatory
<p>The Service Provider shall receive the initial transfer of diplomatic country codes, diplomatic cherished number plates and which mission they belong to from TfL. These VRMs follow standard DVLA syntax. The Service Provider shall treat these as Diplomatic Vehicles.</p>		
E4.4.2	R1	Mandatory
MIS		
<p>The Service Provider shall process the diplomatic country codes and diplomatic cherished number plates supplied electronically (either by email or through transferable media such as CD-ROM or floppy disc) by TfL in Microsoft Excel format. However, the</p>		

Service Provider shall provide and operate the facility to receive and process this Data should it arrive in paper format at no additional cost to TfL.		
E4.4.3	R1	Mandatory
The Service Provider shall receive and impact any changes made to country codes for Diplomatic Vehicles or diplomatic cherished number plates communicated to them by TfL and the dates on which such changes become effective.		
E4.4.4	R1	Mandatory
The Service Provider shall use the diplomatic country codes provided by TfL and any changes as notified to them to allocate PCNs to diplomatic missions.		
E4.4.5	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that all Diplomatic Vehicles, including those with diplomatic cherished number plates, are still issued PCNs but are removed from the progression process when:</p> <ul style="list-style-type: none"> <li>• issuing Charge Certificates;</li> <li>• registering outstanding debts; or</li> <li>• classifying a Diplomatic Vehicle as a Persistent Evader.</li> </ul>		
E4.4.6	R1	Mandatory
The Service Provider shall ensure that the mechanism used to transfer diplomatic VRM and country codes from TfL to the Service Provider and correspondence between diplomatic missions and the Service Provider is secure.		

E4.4.7	R1	Mandatory
<p>As diplomatic country codes are sensitive information, the Service Provider shall ensure that access to the diplomatic country codes and other information relating to PCNs issued to diplomatic missions is restricted and used only for Enforcement purposes and by authorised Personnel of the Service Provider.</p>		
E4.4.8	R1	Mandatory
MIS		
<p>The Service Provider shall issue PCNs to a designated point of contact at each diplomatic mission and international organisation, currently assumed to be the head of administration. Should the contact change in the future, the Service Provider shall ensure that the Enforcement Operations System is updated for future PCNs without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL.</p>		
E4.4.9	R1	Mandatory
<p>As for other Customers, the Service Provider shall ensure that diplomats have the opportunity to pay the discounted Penalty Charge if payment is made in the Penalty Charge payment discount period.</p>		
E4.4.10	R1	Mandatory
<p>As for other Customers, the Service Provider shall ensure that the full Penalty Charge applies to diplomats after the Penalty Charge payment discount period expires.</p>		
E4.4.11	R1	Mandatory

MIS		
Where an urgent reply is required from diplomats regarding a Penalty Charge, the Service Provider shall escalate the information to TfL's PMAs.		
E4.4.12	R1	Mandatory
The Service Provider shall provide an update to each diplomatic mission at the end of each Month with a covering letter (to be approved by TfL) giving details of all their outstanding Penalty Charges.		
<b>4.5 Foreign Vehicles</b>		
E4.5.1	R1	Mandatory
If the DVLA is able to provide details (e.g. Registered Keeper/Person Liable name and address) of a foreign VRM in the future, the Service Provider shall issue the corresponding PCNs in the relevant foreign language via the normal procedure for such cases when such details are received.		
E4.5.2	R1	Mandatory
MIS		
<p>In respect of cases that are identified as foreign Vehicles (excluding Northern Ireland), the Service Provider shall:</p> <ul style="list-style-type: none"> <li>supply a copy of the foreign Contravention Records and Evidential Records to the European Debt Recovery Agency in accordance with appendix 27: Interface Catalogue;</li> <li>record against the Enforcement Operations System that the copy of the Contravention Record including the Evidential Record has been passed to EDRA</li> </ul>		

<p>(including the date of Contravention and date of referral); and</p> <ul style="list-style-type: none"> <li>• update the Enforcement Operations System with details of payments received via EDRA.</li> </ul> <p>All payments received from EDRA will be for the full amount paid by the Customer.</p>		
E4.5.3	R1	Mandatory
MIS		
<p>The Service Provider shall provide to EDRA the following information for each identified foreign Vehicle:</p> <ul style="list-style-type: none"> <li>• VRM;</li> <li>• make, model and colour of the Vehicle;</li> <li>• Penalty Charge number;</li> <li>• date of Contravention;</li> <li>• time of Contravention;</li> <li>• amount due;</li> <li>• location of Contravention;</li> <li>• any Registered Keeper/Person Liable details, if known; and</li> <li>• Images of the Contravention, including the Mono Platepatch, Mono Contextual and the Colour Contextual Images.</li> </ul>		
E4.5.4	R1	Mandatory
MIS		
<p>The Service Provider shall write-off any outstanding debts for foreign Vehicles which EDRA has been unable to recover in accordance with appendix 17: Penalty Charge Write-off Policy.</p>		
E4.5.5	R1	Mandatory

MIS		
The Service Provider shall notify EDRA no less than seven (7) Working Days before writing off any of the outstanding debt and closing the case.		
E4.5.6	R1	Mandatory
<p>The Service Provider shall not delete the copy of the Evidential Record for identified foreign Vehicles that are Contravention Candidates until either:</p> <ul style="list-style-type: none"> <li>• payment is received from EDRA pursuing Penalty Charges for foreign VRMs; or</li> <li>• the Penalty Charge is written off in accordance with appendix 17: Penalty Charge Write-off Policy.</li> </ul>		
E4.5.7	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System shall automatically filter out and not issue Charge Certificates or other notices in all cases relating to foreign Vehicles that would otherwise be due to receive a Charge Certificate.		
E4.5.8	R1	Mandatory
MIS		
The Service Provider shall receive electronic case status updates from EDRA on a daily basis and shall update the relevant record accordingly.		
E4.5.9	R1	Mandatory
MIS		
The Service Provider shall receive (via the electronic Interface) translated correspondence from EDRA and shall take the required action on receipt of the correspondence and send the relevant response in English via the electronic Interface		



to translate and forward to the foreign Registered Keeper/Person Liable.		
<b>4.6 Penalty Charges and PCNs</b>		
E4.6.1	R1	Mandatory
Once a Penalty Charge has been created for a Summary Record, the Service Provider shall process the Penalty Charge in accordance with the procedure detailed in appendix 34: Responses to DVLA Enquires.		
E4.6.2	R1	Mandatory
Where the DVLA is able to provide Registered Keeper/Person Liable details for a VRM (which corresponds to a Contravention Candidate) via the Core IT System, the Service Provider shall use these details to determine whether a PCN should be issued or not.		
E4.6.3	R1	Mandatory
The Service Provider shall issue a PCN in accordance with the relevant business rules to the Registered Keeper/Person Liable.		
E4.6.4	R1	Mandatory
For each case, the Service Provider shall ensure that the Enforcement Operations System shall take the VRM of the case and search for any previous Penalty Charges for that Vehicle. If there are no previous Penalty Charges then the Service Provider shall use the Registered Keeper/Person Liable details provided by the DVLA (via the Core IT System) to issue a PCN.		

E4.6.5	R1	Mandatory
<p>If there are previous Penalty Charges for the same Vehicle, the Enforcement Operations System shall compare the Registered Keeper/Person Liable details provided by the DVLA (via the Core IT System) for the current Penalty Charge with the Registered Keeper/Person Liable details provided by the DVLA (via the Core IT System) for the previous Penalty Charge.</p>		
E4.6.6	R1	Mandatory
<p>If the details provided on both occasions are the same and the Contravention date for the current Penalty Charge lies between the “from” and “to” date held together with the updated Registered Keeper/Person Liable details held against the previous Penalty Charge, then the Service Provider shall use the updated Registered Keeper/Person Liable details held against the previous Penalty Charge to send the PCN.</p>		
E4.6.7	R1	Mandatory
<p>If the details provided by the DVLA (via the Core IT System) for the current Penalty Charge differ from the details provided by the DVLA (via the Core IT System) for the previous Penalty Charge then the Service Provider shall use the details provided by the DVLA (via the Core IT System) for the current Penalty Charge to issue the PCN.</p>		
E4.6.8	R1	Mandatory
<p>The Service Provider shall ensure that in the event that the circumstances in the above requirement apply, Penalty Charges progress along the same pathway as an actual PCN in accordance with the PCN processing timeline until the Charge Certificate stage</p>		

but does not result in the physical issuing of a written notification of the Contravention.		
E4.6.9	R1	Mandatory
The Enforcement Operations System shall possess the necessary functionality required to process both PCNs and Penalty Charges in a similar manner except where stated.		
E4.6.10	R1	Mandatory
The Enforcement Operations System shall have the functionality to update the Registered Keeper/Person Liable details and create Penalty Charges in the same manner as PCNs should the Registered Keeper/Person Liable details become available via the DVLA or another source.		
E4.6.11	R1	Mandatory
MIS		
The Service Provider along with the User who updated the Registered Keeper/Person Liable details shall record where the details were updated, the reason for the update and the time and date they were updated.		
E4.6.12	R1	Mandatory
MIS		
Where a PCN is issued, the Service Provider shall ensure that it includes all relevant details as provided in appendix 18: PCN Template. Any changes to the PCN template shall be subject to TfL's prior approval.		
E4.6.13	R1	Mandatory

<p>Each different Contravention Type will have a unique PCN template that may require the inclusion of different coded text, Images and Data fields. The Service Provider shall provide a unique PCN template for each Contravention Type.</p>		
E4.6.14	R1	Mandatory
MIS		
<p>Should it be required, (as is likely for the TPED Contravention Types), the Service Provider shall ensure that the Enforcement Operations System allows the following information to be printed on the Enforcement Notice/Notice to Owner:</p> <ul style="list-style-type: none"> <li>• date of issue of the Enforcement Notice/Notice to Owner;</li> <li>• name and address of the Registered Keeper/Person Liable;</li> <li>• VRM;</li> <li>• Vehicle make;</li> <li>• date and time of the Contravention;</li> <li>• location of Vehicle as shown on the camera Images;</li> <li>• Contravention description (ground under which the PCN is payable);</li> <li>• amount of the Penalty Charge payable;</li> <li>• date penalty payment discount period expires;</li> <li>• date when the Penalty Charge will increase and the Enforcement Notice/Notice to Owner will be produced;</li> <li>• date when the Penalty Charge will increase further and the Charge Certificate will be produced;</li> <li>• Legislation under which the PCN is issued;</li> <li>• contact details for payment;</li> <li>• contact details for Enquiries;</li> </ul>		

<ul style="list-style-type: none"> <li>• contextual Image of the Contravention embedded on the PCN;</li> <li>• close up Image of the Contravention embedded on the PCN;</li> <li>• details on how to make a Representation; and</li> <li>• grounds for making a Representation.</li> </ul>		
E4.6.15	R1	Mandatory
<p>For TPED Contravention Types, the list of Data fields to be printed on the Enforcement Notice/Notice to Owner may be changed in the future as a result of legislative change, a decision made by TfL or a recommendation made by the Adjudication Service. The Service Provider shall comply with these changes subject to a notice period agreed with TfL.</p>		
E4.6.16	R1	Mandatory
<p>The Service Provider shall have the flexibility to deal with legislative changes that eliminates a stage in the Enforcement process currently envisaged to be the Enforcement Notice/Notice to Owner stage (for the TPED Contravention Type).</p>		
E4.6.17	R1	Mandatory
<p>The Service Provider shall include the Mono Platepatch and Mono Contextual Images of the Congestion Charging Scheme related penalties on the front of the PCN.</p>		
E4.6.18	R1	Mandatory
<p>Where required, the Service Provider shall assign a unique identifying number to each PCN to which all details regarding the Contravention, future payments and</p>		

correspondence shall be linked.		
E4.6.19	R1	Mandatory
The unique identifying number shall be in the format of a character string consisting of two (2) alphabetic characters (different prefixes will be used for different Contravention Types) followed by eight (8) numeric characters, e.g. "TL12345678".		
E4.6.20	R1	Mandatory
The Service Provider shall create the unique identifying number using an algorithm provided by TfL and this identifying number shall be stored in the Enforcement Operations System.		
E4.6.21	R1	Mandatory
On request by TfL, the Service Provider shall implement changes to the Charge Payment structure or introduce new Penalty Charge prefixes for Penalty Charges issued under different circumstances (e.g. for different offence codes and currencies) within one (1) Month of notification. All such changes shall not constitute a Change as indicated in schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.		
<b>4.7 PCN Suspensions</b>		
E4.7.1	R1	Mandatory
MIS		
The Service Provider shall suspend PCNs for a variety of reasons, these include but		

<p>are not limited to the receipt of:</p> <ul style="list-style-type: none"> <li>• Representation;</li> <li>• Appeal;</li> <li>• Enquiry (including informal Representations where applicable); or</li> <li>• request from TfL.</li> </ul>		
E4.7.2	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System shall have the functionality to suspend the progression of a PCN. This shall include the functionality to suspend multiple PCNs for either single or multiple VRMs in one (1) action.</p>		
E4.7.3	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System shall record reason(s) for suspension against the PCN for the suspension, such list of reasons being subject to TfL’s approval and the Service Provider shall amend/change the criteria for suspension within twenty four (24) hours’ notice (following written authorisation from TfL). Such changes shall not constitute a Change under schedule 9: Change Control Request Procedure and shall be at no additional cost to TfL. For the avoidance of doubt the Service Provider shall not make any changes to the list of reasons for suspension without authorisation from TfL.</p>		
E4.7.4	R1	Mandatory
<p>The Service Provider shall set each suspension reason for a Parameterised period before it is lifted. This period may be any time between one (1) day and indefinitely. Certain categories of suspension reasons shall be for a fixed period to ensure</p>		

consistency and these shall be subject to TfL's approval.		
E4.7.5	R1	Mandatory
The Service Provider shall automatically lift certain suspensions upon completion of an action against the PCN. This would include where a response has been sent to an Enquiry or where payment has been received.		
E4.7.6	R1	Mandatory
MIS		
The Service Provider shall ensure that the suspension reasons, as agreed with TfL, result in a System report being generated to alert the Service Provider that PCNs are suspended and further action is required. When appropriate, the Service Provider shall make these reports available to TfL.		



**5 DEBT ESCALATION AND MANAGEMENT**

**Introduction**

Debt escalation and management encompasses pursuing payment of unpaid PCNs and responding to any Representation or Appeal made by a Customer. Where a Customer fails to pay and a Representation is not received, the PCN will progress along the relevant PCN processing timeline.

Where full payment is not received within the appropriate time, debt(s) shall be registered and a Warrant of Execution will be applied for by the Service Provider from Northampton County Court. Once granted, the Warrant of Execution shall be issued to Bailiffs (appointed by TfL) for recovery of the debt.

**5.1 General**

E5.1.1	R1	Mandatory
<p>For the Schemes and any other PCN issue services for which the Service Provider is responsible, the Service Provider shall be responsible for pursuing payment of unpaid Penalty Charges and responding to any Representation or Appeal made by a Customer. Where a Customer has not made any payment and the Service Provider has not received a Representation, the Service Provider shall ensure that the PCN progresses along the relevant PCN processing timeline specified by TfL. A Customer may make a Representation to the Service Provider. Where the Service Provider is in receipt of a Representation, it shall follow the procedures outlined in this Statement of Requirements.</p>		
E5.1.2	R1	Mandatory
MIS		

The Service Provider shall report to the On Street Enforcement Service Provider and TfL on those Vehicles regarded as Persistent Evaders and those eligible for Bailiff action.

**5.2 Issue of Charge Certificates**

E5.2.1	R1	Mandatory
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MIS		
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The Service Provider shall ensure that the Enforcement Operations System shall automatically select all cases that are due to receive a Charge Certificate and print all Charge Certificates on the day that they become due. The Service Provider shall ensure that there are different Charge Certificates for each Contravention Type.

E5.2.2	R1	Mandatory
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The information that will be printed on the Charge Certificates for the applicable Penalty Charge shall include but not be limited to the following:

- PCN number;
- type of PCN;
- date of issue of the Charge Certificate;
- date of PCN issue;
- date of issue of the Enforcement Notice/Notice to Owner; \*
- date and time of the Contravention;
- Contravention description;
- name and address of the Registered Keeper/Person Liable;
- Contravention code and description;
- location of the Vehicle as shown on the PCN;

<ul style="list-style-type: none"> <li>• VRM;</li> <li>• amount of the Penalty Charge, showing the percentage Penalty Charge increase;</li> <li>• amount of any payment received to date and the balance due; and</li> <li>• date of rejection of a Representation and/or the Adjudicator’s decision (as appropriate).</li> </ul> <p>(Note: * applies only to the TPED Contravention Type).</p>		
E5.2.3	R1	Mandatory
<p>The Service Provider shall provide the functionality to issue different formats of Charge Certificates with different hard coded text and Data fields depending on the Contravention Type.</p>		
E5.2.4	R1	FYI
<p>The current Congestion Charging Scheme Charge Certificate template is provided in appendix 19: Charge Certificate Template.</p>		
E5.2.5	R1	Mandatory
MIS		
<p>The Charge Certificate shall include standard paragraph(s) of text based on the type of response received from the Registered Keeper/Person Liable. There are five (5) possible types of response:</p> <ul style="list-style-type: none"> <li>• no response received to the PCN;</li> <li>• Representation against a PCN rejected;</li> <li>• Appeal rejected by the Adjudicator;</li> <li>• Appeal withdrawn by the Appellant; and</li> </ul>		

<ul style="list-style-type: none"> <li>• Appeal rejected by an Adjudicator following a Statutory Declaration.</li> </ul>		
E5.2.6	R1	Mandatory
<p>TfL may request changes to any of the Charge Certificate forms for any Contravention Type. The Service Provider shall make amendments to the Charge Certificate as requested by TfL and this shall not constitute a Change through schedule 9: Change Control Request Procedure and shall incur no additional cost to TfL.</p>		
E5.2.7	R1	Mandatory
<p>For the avoidance of doubt, the Service Provider shall not make any changes to any Enforcement documentation (including Charge Certificates) unless approved by TfL.</p>		
E5.2.8	R1	Mandatory
MIS		
<p>The Service Provider shall update the Enforcement Operations System for all cases in receipt of a Charge Certificate, including details of the date of the Charge Certificate.</p>		
<p><b>5.3 General</b></p>		
E5.3.1	R1	Mandatory
<p>The Enforcement Operations System shall automatically select all cases that are due for Debt Registration (where the Registered Keeper/Person Liable lives in England or Wales) in accordance with the PCN processing timeline specified by TfL.</p>		
E5.3.2	R1	Mandatory

<p>The Service Provider shall request Registered Keeper/Person Liable details from the DVLA via the Core IT System.</p>		
E5.3.3	R1	Mandatory
MIS		
<p>Upon receipt of the Registered Keeper/Person Liable details, the Service Provider shall match them against the current Registered Keeper/Person Liable details for that Penalty Charge. If the details match then the Service Provider shall flag the Penalty Charge as a candidate for Debt Registration. If the details do not match then these cases shall be flagged for investigation.</p> <p>The Service Provider shall ensure that the investigation (in accordance with business rules to be provided by TfL) identifies whether the Penalty Charge can proceed for Debt Registration, be cancelled with an appropriate reason code or have the Registered Keeper/Person Liable details updated and the PCN re-issued.</p>		
E5.3.4	R1	Mandatory
MIS		
<p>The Service Provider shall notify TfL of any cases that become due for Debt Registration where the Registered Keeper/Person Liable does not live in England or Wales as non-standard debts.</p>		
E5.3.5	R1	Mandatory
<p>The Service Provider shall reproduce non-standard debts in a file for transfer to a Third Party for processing. The file shall contain, at minimum, the following information:</p> <ul style="list-style-type: none"> <li>• VRM;</li> <li>• date of Contravention;</li> </ul>		

<ul style="list-style-type: none"> <li>• details of all events;</li> <li>• Registered Keeper/Person Liable details; and</li> <li>• Vehicle details.</li> </ul>		
E5.3.6	R1	Mandatory
MIS		
<p>The Service Provider shall send all cases due for Debt Registration in England or Wales to the TEC on the day they become due as detailed in appendix 27: Interface Catalogue.</p>		
E5.3.7	R1	Mandatory
<p>For some non-charging related Contravention Types as identified by the Contravention Type, the Service Provider shall ensure the TEC Debt Registration record sent to the TEC contains the offence code (indicating nature of breach of regulations).</p>		
E5.3.8	R1	Mandatory
<p>In the event of the failure of the link to the TEC, the Service Provider shall follow the Business Continuity/failover guidelines as detailed in appendix 32: Enforcement Interface Failover Thresholds.</p>		
E5.3.9	R1	Mandatory
MIS		
<p>The Service Provider shall have the ability to manually batch transfer to a nominated Third Party nominated by TfL the penalty and Registered Keeper/Person Liable’s details where the Registered Keeper/Person Liable resides in the United Kingdom but outside of England and Wales or in another Member State. Upon TfL’s request, the</p>		

Service Provider shall send some or all of the Registered Keeper/Person Liable (where they reside in the UK but outside England and Wales) details to TfL and to TfL's recovery agents.		
E5.3.10	R1	Mandatory
The Service Provider shall provide a dedicated email address and fax machine solely for communications with the TEC. In the event that this fax machine is not operational, the Service Provider shall immediately divert communications to its standard fax number.		
E5.3.11	R1	Mandatory
The Service Provider shall ensure that all its communications with the TEC are made in accordance with the TEC Code of Practice as specified in appendix 30: TEC Code of Practice.		
<b>5.4 Issue of Orders for Recovery</b>		
E5.4.1	R1	Mandatory
MIS		
The Service Provider shall receive from the TEC a sealed authority to issue an Order for Recovery for unpaid PCNs within two (2) Working Days of the Debt Registration request.		
E5.4.2	R1	Mandatory
The Service Provider shall ensure that there are different Order for Recovery templates for each Contravention Type. The current Congestion Charging Order for Recovery		

template is provided in appendix 20: Order for Recovery Template.		
E5.4.3	R1	Mandatory
MIS		
When notification is received by the Service Provider from the TEC confirming authority for the recovery of an unpaid PCN, the Service Provider shall update the Enforcement Operations System with the relevant details on the day of receipt.		
E5.4.4	R1	Mandatory
MIS		
The TEC will list those cases by exceptions, which have not been accepted for Debt Registration. The Service Provider shall remove any exceptions from the batch before the remainder of cases in the batch are accepted for processing. If no exceptions are listed, the Service Provider may accept the whole batch for processing.		
E5.4.5	R1	Mandatory
MIS		
The Service Provider shall correct any errors returned in a batch from the TEC and send them back to the TEC for registration by 9.30am at the latest on the day following receipt of the batch.		
E5.4.6	R1	Mandatory
MIS		
If the TEC rejects the complete batch, the Service Provider shall determine the error, take the appropriate actions to resolve it and resend the batch by 9.30am at the latest on the day following receipt of the rejected batch. The Service Provider shall ensure that this conforms to specified timescales agreed with by TfL.		
E5.4.7	R1	Mandatory



MIS		
<p>The Service Provider shall be entirely responsible for payment of the required registration fee per record to the TEC and this shall be incorporated in a Monthly Invoice submitted by the Service Provider to TfL.</p>		
E5.4.8	R1	Mandatory
<p>The Service Provider shall deposit a sum of two hundred and fifty thousand pounds (£250,000) in a dedicated account and maintain an initial minimum amount of eighty thousand pounds (£80,000) in such account to ensure that timely payments are made to the TEC for registration fees payable. Such minimum balance may vary over time and the Service Provider shall remain entirely responsible for ensuring that sufficient funds are available for payment of Debt Registration fees.</p>		
E5.4.9	R1	Mandatory
MIS		
<p>The Service Provider shall print all Orders for Recovery on the day of receipt of authority from the TEC except for the following cases:</p> <ul style="list-style-type: none"> <li>• where full payment has been received since the request for Debt Registration; or</li> <li>• where the PCN has been suspended pending further action.</li> </ul>		
E5.4.10	R1	Mandatory
<p>The Service Provider shall ensure that information to be printed on the Orders for Recovery shall include all Data as specified in the TEC Code of Practice. Currently this includes:</p> <ul style="list-style-type: none"> <li>• applicable PCN number, which may additionally be printed as a bar code;</li> <li>• date of issue of the Order for Recovery;</li> </ul>		

<ul style="list-style-type: none"> <li>• date of PCN issued;</li> <li>• date and time of the Contravention;</li> <li>• location of Vehicle as shown on the PCN;</li> <li>• VRM;</li> <li>• date of Charge Certificate issued;</li> <li>• amount of the Penalty Charge, plus Debt Registration fee;</li> <li>• amount of any payment received to date and the balance due; and</li> <li>• date of Debt Registration at the TEC.</li> </ul>		
E5.4.11	R1	Mandatory
<p>The Service Provider shall update its Systems, processes and Documentation in order to match any changes/updates to the TEC Code of Practice at no additional cost to TfL.</p>		
E5.4.12	R1	Mandatory
<p>The Service Provider shall print a separate Statutory Declaration form for inclusion with the Order for Recovery in accordance with appendix 21: Statutory Declaration Template. The Service Provider shall ensure that the form complies with the TEC Code of Practice.</p>		
<p><b>5.5 Receipt of Statutory Declarations</b></p>		
E5.5.1	R1	Mandatory
MIS		
<p>The TEC receives Statutory Declarations as shown in appendix 21: Statutory Declaration Template and forwards to the Service Provider copies of all valid Statutory Declarations received. If the TEC accepts the Statutory Declaration as valid, it sends a</p>		

notice of revocation to the Registered Keeper/Person Liable and to the Service Provider. In such cases, the Service Provider shall update the Enforcement Operations System to suspend further debt recovery processing on the case.		
E5.5.2	R1	Mandatory
Where any relevant details are missing on the notice of revocation sent by the TEC, the Service Provider shall contact the TEC on the same day to obtain the missing details.		
E5.5.3	R1	Mandatory
The Service Provider shall process Statutory Declarations made because the PCN was not received by cancelling the Order for Recovery, Charge Certificate and the Enforcement Notice/Notice to the Owner (for the TPED Contravention Type).		
E5.5.4	R1	Mandatory
MIS		
The Service Provider shall update Registered Keeper/Person Liable details to reflect the correct Registered Keeper/Person Liable address.		
E5.5.5	R1	Mandatory
MIS		
The Service Provider shall issue a new PCN by recorded delivery to the correct Registered Keeper/Person Liable with the same Contravention details printed as on the original PCN. PCNs issued in such situations shall be at the start of the PCN processing timeline (start of discount period).		

E5.5.6	R1	Mandatory
MIS		
<p>On receipt of a Statutory Declaration made on the following grounds:</p> <ul style="list-style-type: none"> <li>Representation made to TfL, but a Notice of Rejection has not been received; or</li> <li>Appeal lodged with the Adjudication Service, but a response has not been received,</li> </ul> <p>Authorised Personnel of the Service Provider shall be responsible for making the decision whether or not to refer the case to the Adjudication Service based on the Representations and Appeals requirements as indicated in this Statement of Requirements and/or any additional information provided with the Statutory Declaration. If the Service Provider is in any doubt, the case shall be referred to TfL's PMAs or to TfL for advice.</p>		
E5.5.7	R1	Mandatory
MIS		
<p>Where a Statutory Declaration is referred to the Adjudication Service, the Service Provider shall collate a Statutory Declaration Appeal Pack (containing all relevant evidence relating to the history of the PCN with TfL's case and recommendation) with any additional supporting evidence, including all other relevant incoming and Outgoing Correspondence.</p>		
E5.5.8	R1	Mandatory
<p>The Service Provider shall send the Appeal Pack to the Adjudication Service in accordance with the following:</p> <ul style="list-style-type: none"> <li>all relevant requirements and Service Levels as detailed in schedule 5: Service Level Agreement for standard Appeals processing; and</li> <li>appendix 27: Interface Catalogue.</li> </ul>		

E5.5.9	R1	Mandatory
<p>The Service Provider shall handle all subsequent Information, correspondence and directions related to the Statutory Declaration according to the relevant requirements stipulated for “in time” Appeal handling.</p>		
E5.5.10	R1	Mandatory
MIS		
<p>The Service Provider shall record the number of Statutory Declarations made by a particular Customer as well as the number of Statutory Declarations made against each PCN.</p>		
E5.5.11	R1	Mandatory
<p>The Service Provider shall flag to TfL’s authorised officers all cases where more than three (3) Statutory Declarations have been received from the same Registered Keeper/Person Liable or relating to the same PCN. The Service Provider should still continue to process the Statutory Declaration in accordance with the relevant requirements.</p>		
E5.5.12	R1	Mandatory
<p>On receipt of a notice from the TEC that a Statutory Declaration has been made and accepted, the Service Provider shall ensure that a false Statutory Declaration has not been made by checking, as a minimum, the following for each Statutory Declaration made and accepted:</p> <ul style="list-style-type: none"> <li>• whether a Representation or Enquiry was made against the original PCN by the same person making the Statutory Declaration;</li> </ul>		

<ul style="list-style-type: none"> <li>• whether correspondence from the person making the Statutory Declaration has been received by TfL; and</li> <li>• whether an application (successful or otherwise) for a Discount or Exemption has been made in the past.</li> </ul>		
E5.5.13	R1	Mandatory
<p>The Service Provider shall consult with TfL to ascertain whether there is any further evidence, which supports the process for determining whether a potentially false Statutory Declaration has been made.</p>		
E5.5.14	R1	Mandatory
MIS		
<p>If there is suspicion that a potentially false Statutory Declaration has been made, the Service Provider shall pass the case to TfL's authorised officer(s) dealing with Statutory Declarations to make a decision concerning any further action(s). This shall be a separate process from the recovery of the PCN.</p>		
E5.5.15	R1	Mandatory
<p>The Service Provider shall process the PCN in accordance with the instructions from the TEC, which is dependent upon the grounds under which the Statutory Declaration has been accepted. If further action is to be taken against the Registered Keeper/Person Liable for making a potentially false Statutory Declaration, then it shall be for TfL to take this action at its discretion.</p>		
E5.5.16	R1	Mandatory
MIS		

<p>If there is evidence to demonstrate that a potentially false Statutory Declaration has been made or that the Registered Keeper/Person Liable for the Vehicle is using the Statutory Declaration process for the purpose of evading PCN payment and debt recovery, the Service Provider shall prepare and submit to TfL’s authorised officer a Case File for consideration and action.</p>		
E5.5.17	R1	Mandatory
MIS		
<p>The Case File shall include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• details of the Registered Keeper/Person Liable;</li> <li>• number of PCNs outstanding;</li> <li>• number and details of Statutory Declaration(s) received against the PCNs; and</li> <li>• reasons why the Statutory Declaration(s) is/are suspected to be false.</li> </ul>		
E5.5.18	R1	Mandatory
<p>The Case File shall include details of all relevant evidence supporting the suspicion that the Statutory Declaration is potentially false such as:</p> <ul style="list-style-type: none"> <li>• copies of incoming and Outgoing Correspondence from the Registered Keeper/Person Liable,</li> <li>• copy of a rejected application for a Discount or Exemption made by the Registered Keeper/Person Liable; and</li> <li>• any other relevant information.</li> </ul>		
<p><b>5.6 Out of Time Statutory Declarations</b></p>		
E5.6.1	R1	Mandatory

The Service Provider shall receive and process applications for Out of Time Statutory Declarations from the TEC.		
E5.6.2	R1	Mandatory
MIS		
The Service Provider shall receive from the TEC via post, the ‘reason for the application being late’ forms (currently PE2) and ‘the grounds for Statutory Declaration’ forms (currently PE3) that are associated with each PCN, as well as the summary sheet on Out of Time Statutory Declarations.		
E5.6.3	R1	Mandatory
MIS		
<p>On receipt of an email from the TEC with the summary sheet on Out of Time Statutory Declarations, the Service Provider shall suspend further Debt Recovery action(s) on the PCN and update the Enforcement Operations System to include the relevant details. The relevant details shall include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• Customer names;</li> <li>• Bailiff details; and</li> <li>• TEC response date.</li> </ul>		
E5.6.4	R1	Mandatory
The Service Provider shall challenge all applications to make Out of Time Statutory Declarations with the exception of those detailed in the Out of Time/N244 business rules.		
E5.6.5	R1	Mandatory



<p>The Service Provider shall investigate the PCNs for which an Out of Time Statutory Declaration has been made and shall suspend the progression of the PCN.</p>		
E5.6.6	R1	Mandatory
<p>Where the PCN is subject to Bailiff action and an Out of Time Statutory Declaration has been received, the Service Provider shall liaise (by telephone and email) with the relevant Bailiff on the same Working Day and inform them to suspend action on pursuing the debt(s) subject to a decision on the Out of Time Statutory Declaration application.</p>		
E5.6.7	R1	Mandatory
<p>The Service Provider shall respond to the TEC stating whether it will oppose or accept the Out of Time Statutory Declaration application. The Service Provider shall respond within the timeline specified in appendix 30: TEC Code of Practice.</p>		
E5.6.8	R1	Mandatory
MIS		
<p>The Service Provider shall view the reasons as to why the Statutory Declaration is late, make a decision as to whether or not the application should be challenged, and update the Enforcement Operations System to reflect the decision taken.</p>		
E5.6.9	R1	Mandatory
MIS		
<p>The Service Provider shall inform the TEC of the decision to challenge or accept the reasons for the Out of Time Statutory Declaration within fourteen (14) days of receipt of the email notification of the Out of Time Statutory Declaration from the TEC.</p>		

E5.6.10	R1	Mandatory
MIS		
Where the Service Provider considers the reason for late submission of Out of Time Statutory Declaration to be unacceptable, it shall challenge the application. The Service Provider shall produce a Statement of Truth, which consists of history of the PCN and reasons why the application should be refused.		
E5.6.11	R1	Mandatory
MIS		
Alongside the Statement of Truth, the Service Provider shall produce a Challenge Pack, which consists of documents sent from the Service Provider to the Customer and details of the PCN history.		
E5.6.12	R1	Mandatory
MIS		
The Service Provider shall complete and shall send the Challenge Pack to the TEC.		
E5.6.13	R1	Mandatory
The Service Provider shall update the Enforcement Operations System to reflect the actions taken and the Challenge Pack created.		
E5.6.14	R1	Mandatory
Where the decision was made to challenge the application, the case shall be heard by a district judge. The judge's decision shall be sent to the Service Provider via the TEC.		

E5.6.15	R1	Mandatory
MIS		
<p>Where the district judge's decision accepts the Out of Time Statutory Declaration application, the TEC will issue a revoking order to cancel out the Warrant of Execution/Order of Recovery and Charge Certificate. On receipt of the revoking order, the Service Provider shall cease Bailiff activity completely for the PCNs in question.</p>		
E5.6.16	R1	Mandatory
<p>The Service Provider shall comply with the requirements of the revoking order.</p>		
E5.6.17	R1	Mandatory
<p>Where a decision to accept the Out of Time Statutory Declaration application is made and the TEC is notified, the Service Provider shall keep the case suspended until the revoking order is received.</p>		
E5.6.18	R1	Mandatory
MIS		
<p>Where the district judge's decision accepts the Out of Time Statutory Declaration application, the Service Provider shall update the Enforcement Operations System. The update shall reflect the outcome as well as when it was received. The TEC shall process the Out of Time Statutory Declaration as if it were made in time. The Service Provider shall then treat this as an in-time Statutory Declaration and shall process it accordingly.</p>		
E5.6.19	R1	Mandatory
MIS		

Where the district judge's decision refuses the Out of Time Statutory Declaration application, there shall be no revoking order. The Service Provider shall update the Enforcement Operations System to reflect this decision upon notification of the same by the TEC.		
E5.6.20	R1	Mandatory
MIS		
Once twenty one (21) days has passed after the district judge's decision to refuse the Out of Time Statutory Declaration application and no further correspondence has been received, the Service Provider shall un-suspend the PCN. This PCN shall then be active and shall continue progressing from its previous state.		
E5.6.21	R1	Mandatory
MIS		
After un-suspending the PCN due to the district judge's decision to refuse the Out of Time Statutory Declaration application, the Service Provider shall contact the relevant Bailiff and instruct them to proceed with debt collection.		
E5.6.22	R1	Mandatory
MIS		
Where no revoking order has been issued, the Warrant of Execution remains in effect and should payment for the PCN be received by the Bailiff whilst the case has been suspended, the Service Provider shall update the Enforcement Operations System to reflect the receipt of the payment.		
E5.6.23	R1	Mandatory
Once the district judge's decision has been communicated, both TfL and the applicant have the right to Appeal against this decision using a N244 Application. The Service		

<p>Provider shall provide TfL with all Documents to support or challenge any such application.</p>		
E5.6.24	R1	FYI
MIS		
<p>If the district judge rejects an Out of Time Statutory Declaration application, the decision shall be sent to the applicant, together with an N244 Application form. If the applicant appeals using the N244 Application form, the TEC shall inform the Service Provider via post that they have received a completed N244 Application.</p>		
E5.6.25	R1	Mandatory
MIS		
<p>On receipt of the notification from the TEC, the Service Provider shall update the relevant PCN on the Enforcement Operations System to indicate that a N244 Application has been received. If the PCN is not suspended, then the Service Provider shall suspend the PCN and add a note indicating why the PCN has been suspended and the date the N244 Application was received.</p>		
E5.6.26	R1	Mandatory
MIS		
<p>The county court (on receipt of the N244 Application from the TEC) notifies the Service Provider by post of a hearing date for the N244 Application. The Service Provider shall update the Enforcement Operations System with the hearing date and time and details of the county court at which the hearing is scheduled.</p>		
E5.6.27	R1	Mandatory
MIS		
<p>The Service Provider shall update the Enforcement Operations System on the decision to challenge or to accept the N244 Application.</p>		

E5.6.28	R1	Mandatory
MIS		
<p>Where the Service Provider reasonably believes the decision to reject the Out of Time Statutory Declaration application was correct, it shall challenge the N244 Application. The Service Provider shall print the Challenge Pack that was originally used for challenging the Out of Time Statutory Declaration application.</p>		
E5.6.29	R1	Mandatory
MIS		
<p>The Service Provider shall send two (2) copies of the Challenge Pack (one (1) for the county court and one (1) for the applicant) with appropriate covering letters, to be agreed with TfL, at least three (3) days prior to the hearing date.</p>		
E5.6.30	R1	Mandatory
MIS		
<p>Where the Service Provider reasonably believes that the decision to refuse the Out of Time Statutory Declaration application was incorrect or additional information has been received, the Service Provider shall accept the N244 Application. The decision to accept shall be sent by the Service Provider to the applicant and the county court at least three (3) days prior to the hearing date.</p>		
E5.6.31	R1	Mandatory
MIS		
<p>On receipt of the N244 Application outcome (based on hearing by district judge from the county court), the Service Provider shall review the outcome to determine whether the applicant has been awarded costs. The Service Provider shall update the Enforcement Operations System to show whether costs have been awarded or not. Where costs are awarded, the Service Provider shall update the Enforcement</p>		

Operations System to show the amount awarded.		
E5.6.32	R1	Mandatory
MIS		
Where costs have been awarded, the Service Provider shall normally meet any costs awarded against TfL or agreed settlement but may make representations to TfL if it considers that any costs are unreasonable. The decision of TfL's authorised officer shall be final in all cases. The Service Provider shall make all cost payments within forty eight (48) hours of notification.		
E5.6.33	R1	Mandatory
MIS		
If the district judge rules that the applicant has the right to make a Statutory Declaration and hence accepts the N244 Application, the Service Provider shall contact the TEC and send a copy of the outcome from the N244 hearing to the TEC.		
E5.6.34	R1	Mandatory
MIS		
If the district judge rules that the applicant has no right to make a Statutory Declaration and hence rejects the N244 Application, the Service Provider shall update the Enforcement Operations System to reflect the judge's decision. The Service Provider shall un-suspend the PCN on the Enforcement Operations System and continue processing it from its previous status.		
E5.6.35	R1	Mandatory
MIS		
On receipt of a revoking order on the N244 Application from the TEC via post, the Service Provider shall update the Enforcement Operations System to reflect that a revoking order has been received. The PCN case record shall be updated to record		

receipt of the order on the Enforcement Operations System as an in-time Statutory Declaration.		
E5.6.36	R1	Mandatory
MIS		
Where a revoking order has been received because of an Out of Time Statutory Declaration or a N244 Application, the Service Provider shall liaise with the relevant Bailiff by telephone on the same Working Day to have the Warrant of Execution returned for cancellation.		
E5.6.37	R1	Mandatory
MIS		
The Service Provider shall refund any costs associated with the Enforcement of the Warrant of Execution already paid to the Bailiff by the applicant in accordance with the Out of Time/N244 business rules provided by TfL. The Service Provider shall ensure that the refund is of the form of a single payment made by cheque for the total amount collected. The Service Provider shall send the refund with a covering letter to the applicant.		
E5.6.38	R1	Mandatory
MIS		
The Service Provider shall send the Bailiff’s electronic confirmation of the actions on a Warrant of Execution in accordance with appendix 23: Warrants of Execution.		
E5.6.39	R1	Mandatory
MIS		
Where the Service Provider is required to refund Bailiff fees collected, it may apply to TfL for the reimbursement of these costs, in accordance with the Out of Time/N244 business rules provided by TfL. The decision of TfL’s authorised officer shall be final in		



these cases.		
<b>5.7 Issue of Bailiff Warrants of Execution to Bailiffs</b>		
E5.7.1	R1	Mandatory
MIS		
<p>The Service Provider shall apply to the TEC for a Warrant of Execution to recover the debt if the following conditions are met:</p> <ul style="list-style-type: none"> <li>• full payment of the Penalty Charge is not received within the required time period (currently within thirty eight (38) days of the date of service of the Order for Recovery plus any days during suspension);</li> <li>• the PCN is not suspended; and</li> <li>• no Statutory Declaration has been made, extension applied for or payment received.</li> </ul>		
E5.7.2	R1	Mandatory
MIS		
<p>In processing cases for Warrants of Executions, the Service Provider shall follow a similar process to that of Debt Registration.</p>		
E5.7.3	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System automatically selects all cases that are due for Warrant of Execution requests in accordance with the PCN processing timeline where the Registered Keeper/Person Liable lives in England or Wales.</p>		
E5.7.4	R1	Mandatory
MIS		

The Service Provider shall send all such cases to the TEC on the day they become due via a Data communications link as detailed in appendix 30: TEC Code of Practice.		
E5.7.5	R1	Mandatory
MIS		
In the event of the failure of Data communications link to the TEC, the Service Provider shall follow the Business Continuity guidelines as detailed in appendix 32: Enforcement Interface Failover Thresholds.		
E5.7.6	R1	Mandatory
MIS		
The Service Provider shall submit only one (1) batch of requests for Warrants of Execution in any one (1) day.		
E5.7.7	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the batch of Warrants of Execution requests is accompanied with a Global Certificate of Registration adhering to the TEC Code of Practice and satisfying the following criteria:</p> <ul style="list-style-type: none"> <li>• twenty one (21) days have elapsed since the service of the registration order;</li> <li>• full payment has not been made;</li> <li>• no Statutory Declaration has been filed;</li> <li>• no time extension has been approved; and</li> <li>• Registered Keeper/Person Liable lives in England or Wales.</li> </ul>		
E5.7.8	R1	Mandatory
MIS		

The Service Provider’s authorised Personnel shall sign the Global Certificates of Registration.		
E5.7.9	R1	Mandatory
MIS		
The Service Provider shall send a hard copy of the Global Certificate of Registration to the TEC by first class post. The Service Provider shall fax or email the Global Certificates of Registration in addition to this.		
E5.7.10	R1	Mandatory
MIS		
When authorisation is received from the TEC confirming acceptance of the batch, the Service Provider shall update the Enforcement Operations System on the day of receipt with the relevant details relating to the Warrants of Execution. This shall confirm all Debt Registrations and Warrant of Execution applications accepted and list cases by exception that have not been accepted.		
E5.7.11	R1	Mandatory
MIS		
<p>The TEC may accept the whole batch if there are no exceptions. The Service Provider shall remove any exceptions from the batch before the remainder of cases in the batch are accepted for processing. An exception error occurs when one of the following is found not to be true:</p> <ul style="list-style-type: none"> <li>• all the necessary information has been provided;</li> <li>• all the validation rules have been obeyed;</li> <li>• number used for each Penalty Charge is unique; and</li> <li>• suffixes are used strictly in ascending order.</li> </ul> <p>Where validation or procedural errors exceed ten (10) per batch, the TEC will reject the</p>		

batch.		
E5.7.12	R1	Mandatory
MIS		
<p>The Service Provider shall correct any errors returned in a batch from the TEC and send them back to the TEC for registration by 10am at the latest on the day following receipt of the rejected batch. Failure to do this within the required timescale shall result in the issuing of Service Failure Deductions for late batch submission against the Service Provider.</p>		
E5.7.13	R1	Mandatory
MIS		
<p>The Service Provider shall produce a batch of Warrant of Execution Data for each Bailiff to be transferred electronically as per appendix 27: Interface Catalogue. In the event of the Interface failing, the Service Provider shall produce the electronic file on a CD-ROM and despatch to the relevant Bailiff by courier in accordance with the Interface Specification.</p>		
E5.7.14	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System shall automatically update the record to show the file number, batch number and creation date of the Warrant of Execution request.</p>		
E5.7.15	R1	Mandatory
<p>The Service Provider shall ensure that the Warrant of Execution transferred to the Bailiff shall include, but not be limited to, the following Data:</p>		

<ul style="list-style-type: none"> <li>• name and address of Registered Keeper/Person Liable;</li> <li>• PCN number;</li> <li>• date and time of the Contravention;</li> <li>• location of Vehicle as shown on the PCN;</li> <li>• Contravention code and description;</li> <li>• VRM;</li> <li>• amount of the Penalty Charge, plus the Debt Registration fee;</li> <li>• amount of any payment received to date and the outstanding balance;</li> <li>• date of Debt Registration at the TEC;</li> <li>• date and time of request to issue the Warrant of Execution; and</li> <li>• date and time of authorisation of the Warrant of Execution,</li> </ul> <p>as specified in appendix 23: Warrant of Execution Template.</p>		
E5.7.16	R1	Mandatory
MIS		
<p>The Service Provider shall allocate the Warrants of Execution to Bailiffs, in accordance with the guidelines provided by TfL. TfL employs the services of more than one (1) Bailiff company and the Warrants of Execution shall be split by the Service Provider amongst these Bailiff companies. The Service Provider shall be able to accommodate up to ten (10) Bailiff companies.</p>		
E5.7.17	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System shall list the Bailiff companies responsible for each Warrant of Execution in respect of each individual PCN.</p>		

E5.7.18	R1	Mandatory
<p>At the direction of TfL, the Service Provider shall alter the allocation of the debt recovery services, i.e. increase the allocation to one Bailiff or decrease another depending on factors, such as the performance of the Bailiff companies. Alternatively the Service Provider may be required by TfL to cease issuing Warrants of Execution altogether to a Bailiff company or be required to issue Warrants of Execution to additional or replacement Bailiffs determined by TfL, as notified to the Service Provider in writing. Such changes shall not constitute a Change through schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL.</p>		
E5.7.19	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System shall allocate work according to the VRM and/or the postcode. Therefore a Vehicle with more than one (1) PCN should not have more than one (1) Bailiff company assigned to collect the debt.</p>		
E5.7.20	R1	Mandatory
MIS		
<p>Where daily updates are received from the Bailiffs in accordance with appendix 27: Interface Catalogue, the Service Provider shall take the appropriate action and update its Enforcement Operations System to reflect the update. This shall include the following actions:</p> <ul style="list-style-type: none"> <li>• suspension code;</li> <li>• returned reason codes; and</li> <li>• paid code (pending official receipt of money from Bailiff).</li> </ul>		

E5.7.21	R1	Mandatory
<p>The Service Provider shall interface with the Bailiff firms by phone, fax, and CD-ROM in the case of any outage of the electronic Interface with the Bailiff firms in accordance with appendix 27: Interface Catalogue. The Service Provider shall also provide a dedicated fax, email, and telephone line for communication with the Bailiffs during all operational hours.</p>		
E5.7.22	R1	Mandatory
MIS		
<p>The Service Provider shall receive and process PCN cancellation requests and Bailiff retractions originating from TfL in accordance with appendix 27: Interface Catalogue.</p>		
E5.7.23	R1	Mandatory
MIS		
<p>The Service Provider shall provide a daily transfer of information to each Bailiff, pass Warrant of Execution information to the Bailiffs and receive Data regarding the progression of those Warrants of Executions and/or new Registered Keeper/Person Liable details obtained by the Bailiffs in accordance with appendix 27: Interface Catalogue.</p>		
E5.7.24	R1	Mandatory
<p>The Service Provider shall provide a dedicated resource for all communications with Bailiffs, including Bailiff queries and escalations as well as the logging, reporting and timely resolution of such communications.</p>		

<b>5.8 Representation Consideration</b>		
E5.8.1	R1	Mandatory
MIS		
<p>Upon receipt of a Representation, the Service Provider shall:</p> <ul style="list-style-type: none"> <li>record receipt of the Representation on the Enforcement Operations System;</li> <li>record the grounds and reason code for the Representation against the appropriate unique PCN number;</li> <li>immediately suspend the PCN processing timeline;</li> <li>check that the address details are the same as those for the Registered Keeper/Person Liable; and</li> <li>consider the date of receipt and follow the appropriate actions.</li> </ul>		
E5.8.2	R1	Mandatory
MIS		
<p>Since the grounds will vary according to Contravention Type, the Service Provider shall provide flexible Parameterisation for considering Representations.</p>		
E5.8.3		
MIS	R1	Mandatory
<p>Upon receipt of all Representations from a Third Party, the Service Provider shall follow the process outlined by the business rules (for the particular Penalty Charge) as detailed in appendix 24: Criteria for Dealing with Representations.</p>		
E5.8.4	R1	Mandatory
MIS		
<p>Upon receipt of a Representation where the Registered Keeper/Person Liable indicates</p>		

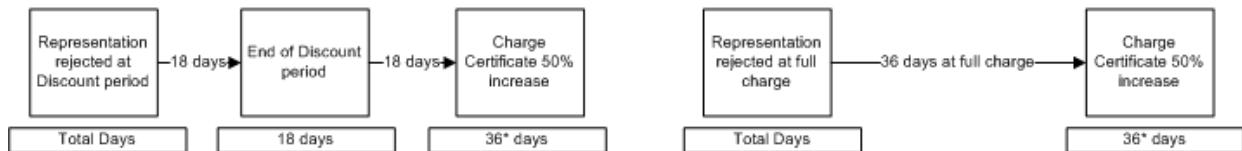


that that person has moved address, the Service Provider shall update the Enforcement Operations System with the new address details, provided all the requirements in the business rules are met.

E5.8.5	R1	Mandatory
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Figure 3: Representation Progression Timeline for Congestion Charging related Representations:

Representation progression with grace



Four (4) days' grace has been allowed for the serving of documents i.e. the PCN, Charge Certificate, Order for Recovery, Notice of Rejection, Notice of Acceptance and Statutory Declaration and three (3) days for the Registered Keeper/Person Liable.

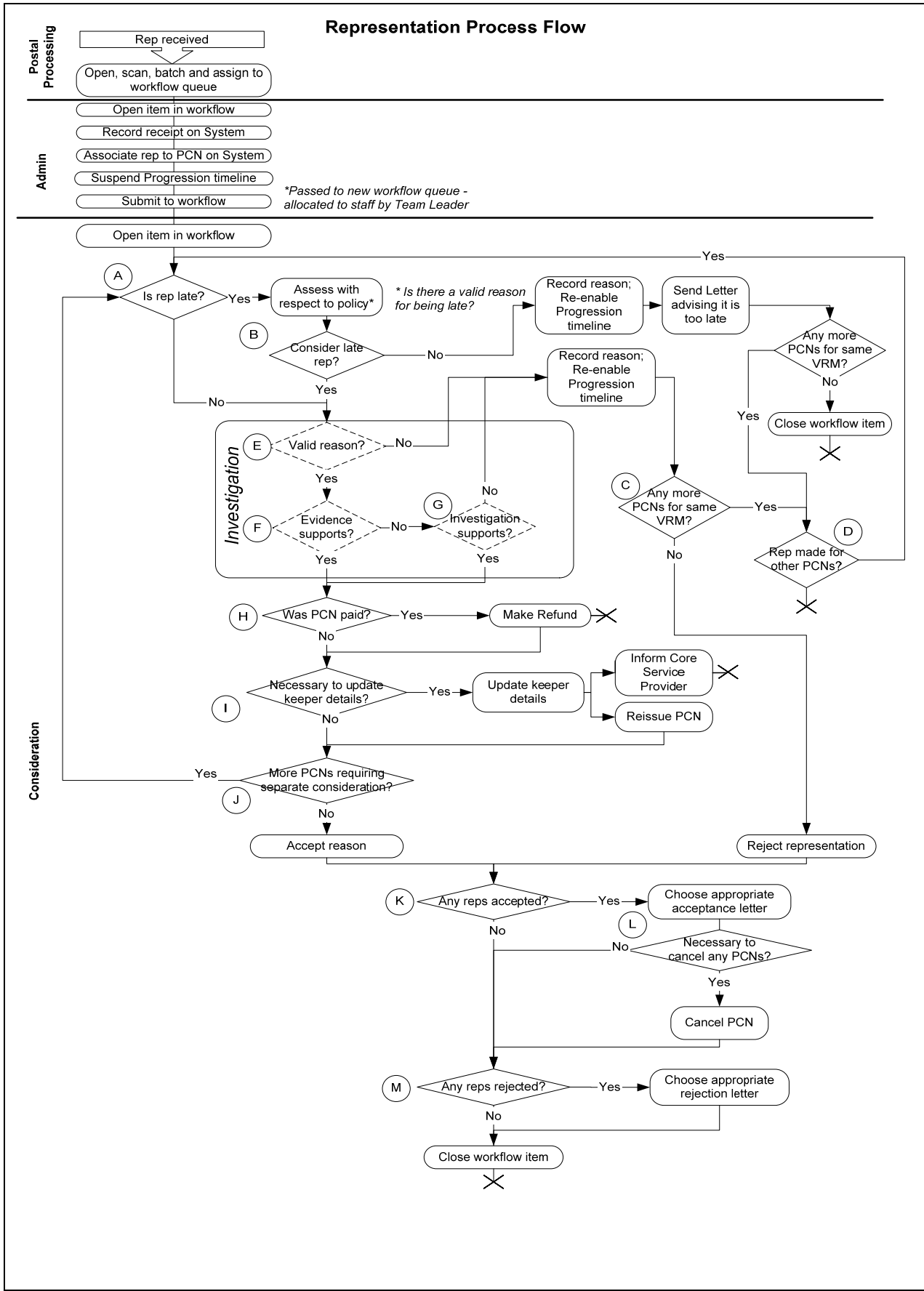
\* The TEC states that twenty one (21) days have to elapse between issue of Charge Certificate and application for Debt Registration and thirty six (36) days have to elapse between the registration of the debt and the application of the Warrant of Execution.

The Adjudication Service allow an extra seven (7) days for the receipt of the Notice of Acceptance, giving a total of thirty five (35) days. An extra day has been added to allow for the notification to be received from the Adjudication Service.

E5.8.6	R1	Mandatory
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For Representations received within the required timeframe, the Service Provider shall take the appropriate action as indicated by figure 4: Current Representation Process Flow for Congestion Charging Representations and appendix 24: Criteria for Dealing

with Representations. These rules and processes are subject to amendment by TfL who shall be entitled to review such rules on a regular basis.		
E5.8.7	R1	Mandatory
Figure 4: Current Representation Process Flow for Congestion Charging Representations:		



E5.8.8	R1	Mandatory
MIS		
The Service Provider shall flag all Representations received outside of the allocated time as 'late' and take the appropriate action in accordance with appendix 24: Criteria for Dealing with Representations.		
E5.8.9	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System shall allow Representations received after a Parameterised time period as specified by TfL from time to time to be registered as a Representation.		
E5.8.10	R1	Mandatory
The Service Provider shall process all Representations in accordance with appendix 24: Criteria for Dealing with Representations.		
E5.8.11	R1	Mandatory
The Service Provider shall provide adequate system functionality and processes to ensure that when receipt of the Representation is recorded, the Enforcement Operations System automatically advises the Operative of all previous PCN history details and Discount applications for the same VRM or Customer Record where Registered Keeper/Person Liable details are the same.		
E5.8.12	R1	Mandatory
MIS		

<p>The Service Provider shall ensure that all Operatives are required to view all PCN history details and confirm this prior to consideration of the Representation.</p>		
E5.8.13	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System shall produce correspondence in response to a Representation covering multiple PCNs for the Schemes.</p>		
E5.8.14	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System is able to:</p> <ul style="list-style-type: none"> <li>• associate one Representation through one action against many PCNs for the same VRM;</li> <li>• cancel or progress many PCNs against one (1) VRM through systematic processing of associated groups depending on the outcome of the Representation;</li> <li>• produce one Notice of Rejection, Notice of Acceptance or Appeal Pack in relation to multiple PCNs for the same VRM. In cases where the Representation is rejected, then the Notice of Rejection must make reference to different payment amounts if applicable (e.g. one (1) PCN may require payment of fifty pounds (£50) whereas another may require payment of one hundred pounds (£100)); and</li> <li>• retrieve, view and print all relevant incoming and outgoing Documents from any of the PCNs to which it refers.</li> </ul>		
E5.8.15	R1	Mandatory
<p>The Service Provider shall ensure visibility and access to historical record details by the Operative at all times during the Representation consideration process. The</p>		

<p>Service Provider shall ensure that this visibility access ensures that consistency is applied to decisions when responding to the Representation or Appeal and that previous acceptance/non-contest reasons (e.g. where the recipient of the PCN was advised that no further Representation against PCNs issued in similar circumstances would be accepted) are taken into account.</p>		
E5.8.16	R1	Mandatory
<p>Where Representations are made against a single PCN, the Service Provider shall ensure visibility and access to Operatives to other active PCNs on the Enforcement Operations System to which the Representation does not refer but which, under the circumstances raised in the Representation, should be considered at the same time.</p> <p>For example, a Representation made because an annual Charge Payment was paid shall be made against one (1) PCN but, on review, the Service Provider may discover that additional PCNs have been issued to the same Vehicle since the Representation was written. In such cases, the Service Provider shall consider all PCNs with the Representation and cancel all relevant PCNs if the Representation is accepted.</p>		
E5.8.17	R1	Mandatory
MIS		
<p>The Service Provider shall be responsible for reporting back certain operational Data to the Core IT System on a regular basis to be defined by TfL. This shall include, but not be limited to, a detailed breakdown of the reason codes for Representations made by Customers, including the identification of Cloned/Ringed/Tampered Vehicles.</p>		
E5.8.18	R1	Mandatory
MIS		
<p>The Service Provider shall add Ringed/Cloned/Tampered Vehicles identified through</p>		

the Representations process to the Hotlist.		
E5.8.19	R1	Mandatory
<p>Where any correspondence received in response to a PCN is not a valid Representation or, in the case of some Contravention Types is an informal Representation before issue of a Notice to Owner (e.g. a Representation not received within the proper timescales), the Service Provider shall immediately suspend the PCN processing timeline for this PCN until the Service Provider has carefully considered and investigated the correspondence in accordance with the guidelines. Following this review the PCN shall then either be cancelled or the suspension removed and the PCN allowed to progress as normal.</p>		
E5.8.20	R1	Mandatory
<p>The Service Provider shall operate the Representation process in accordance with the relevant Legislation in relation to each Contravention Type in force and processed by the Service Provider at that time.</p>		
E5.8.21	R1	Mandatory
<p>If the Road User Charging (Enforcement and Adjudication) (London) Regulations 2001, Road User Charging (Charges and Penalty Charges) Regulations 2001 and/or the applicable (or other relevant Legislation relevant to other Contraventions processed by the Service Provider) is amended or if any precedent is set through Complaints, Representation, Appeals procedures, or court action, then the Service Provider shall implement Changes required through schedule 9: Change Control Request Procedure as further set out in the following provisions of this Statement of Requirements.</p>		
E5.8.22	R1	Mandatory

<p>When processing Representations, the Service Provider shall explore all relevant avenues of investigation including enquiring against the Core IT System in line with appendix 27: Interface Catalogue and fully investigating all claims made by the Registered Keeper/Person Liable.</p>		
E5.8.23	R1	Mandatory
<p>The Service Provider shall validate the accuracy and completeness of any address given for a new owner or Registered Keeper/Person Liable using relevant industry tools (e.g. post code checker, credit reference agency, on-line DVLA enquiry etc.). The Service Provider shall ensure that the provided Registered Keeper/Person Liable is legitimate and the PCN can be re-issued to a full Registered Keeper/Person Liable and address.</p>		
E5.8.24	R1	Mandatory
<p>The Service Provider shall train all Personnel undertaking Representations processing in the relevant business rules for processing Representations under each relevant Contravention Type and shall not deviate from the rules without prior written authority from TfL or one of its authorised officers.</p>		
E5.8.25	R1	Mandatory
<p>The Service Provider shall ensure that Operatives have a copy of the relevant business rules for processing Representations relevant to each Contravention available to them electronically at all times whilst processing Representations.</p>		
E5.8.26	R1	Mandatory



<p>The Service Provider shall add, remove, amend and change any grounds or reason codes outlined in each of the business rules for processing Representations within twenty four (24) hours' notice following written authorisation from TfL without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL. For the avoidance of doubt, the Service Provider shall not make any changes to the business rules without authorisation from TfL.</p>		
E5.8.27	R1	Mandatory
MIS		
<p>The Service Provider shall escalate any Representation received that is not covered by the relevant business rules outlined in appendix 24: Criteria for Dealing with Representations or requires additional clarification by TfL's Representations and Appeals PMAs for consideration through the defined escalation process.</p>		
E5.8.28	R1	Mandatory
MIS		
<p>The decision to reject or accept a Representation refers to the decision taken on the original Representation regarding the PCN. The Service Provider shall send the appropriate letter(s) (i.e. letter of acceptance or rejection) to the Customer in all cases. The Service Provider shall ensure that all letters, standard paragraphs and text have been approved by TfL before use.</p>		
E5.8.29	R1	Mandatory
MIS		
<p>If the time required to process a Representation from receipt of the Representation takes longer than a Parameterised length of time to be specified by TfL from time to time, the Service Provider shall issue an acknowledgement letter by first class post</p>		

confirming receipt of the Representation to the Customer.		
E5.8.30	R1	Mandatory
MIS		
On acceptance of a Representation, the Service Provider shall update the Enforcement Operations System with the reason for acceptance and the relevant reason code(s), as provided in appendix 24: Criteria for Dealing with Representations.		
E5.8.31	R1	Mandatory
MIS		
If the Representation is accepted, the Service Provider shall issue a Notice of Acceptance to the Registered Keeper/Person Liable for making the Representation. The Notice of Acceptance shall be similar to the current examples as supplied in appendix 26: Notice of Acceptance and Rejection Letter Templates and shall be submitted in its final form to TfL for approval prior to use.		
E5.8.32	R1	Mandatory
The Service Provider shall send the Notice of Acceptance to the Registered Keeper/Person Liable and the Registered Keeper/Person Liable's representative in cases where the Representation was submitted by a representative rather than the Registered Keeper/Person Liable.		
E5.8.33	R1	Mandatory
MIS		
The Service Provider shall issue a Notice of Acceptance and cancel or re-issue a PCN in accordance with the relevant business rules. The Service Provider shall ensure that it is impossible to issue a Notice of Acceptance unless the relevant PCN(s) has/have been cancelled or the Enforcement Operations System has been updated if the PCN is		

to be issued to a new relevant Registered Keeper/Person Liable.		
E5.8.34	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System shall automatically generate the Notice of Acceptance based upon the template provided in appendix 26: Notice of Acceptance and Rejection Letter Templates and the assigned reason code.		
E5.8.35	R1	Mandatory
MIS		
If the Representation is rejected, the Service Provider shall send a Notice of Rejection to the Registered Keeper/Person Liable stating the reason(s) for rejection in accordance with the rejection codes as detailed in appendix 26: Notice of Acceptance and Rejection Letter Templates. The Service Provider shall ensure that it is impossible to send a Notice of Rejection unless the Enforcement Operations System has been updated to restart the PCN timeline.		
E5.8.36	R1	Mandatory
If a representative of the Registered Keeper/Person Liable submitted the Representation, the Service Provider shall send the Notice of Rejection to the Registered Keeper/Person Liable and also send a copy to the representative.		
E5.8.37	R1	Mandatory
MIS		
Where insufficient evidence is received and the authorised officer of the Service Provider considering the Representation believes that the Representation would be accepted with the provision of additional information (e.g. the person who submitted the		

Representation claims they made a payment but does not include Receipt), the Service Provider shall request more evidence from the Registered Keeper/Person Liable via telephone, email, letter or fax where possible. The Service Provider shall give the Registered Keeper/Person Liable twenty one (21) days for additional evidence to be produced. The Service Provider shall record and store all such activities against the relevant PCN(s) to enable inclusion of such evidence in Appeal Packs if necessary.		
E5.8.38	R1	Mandatory
MIS		
Where sufficient evidence is not received within the allocated time, the Service Provider shall send a Notice of Rejection. If new evidence is sufficient and produced within the allocated time then the Representation shall be accepted and the Service Provider shall send a Notice of Acceptance. Where the new evidence is insufficient, the Service Provider shall send a Notice of Rejection.		
E5.8.39	R1	Mandatory
The Service Provider shall send an Appeal form with each Notice of Rejection. The “official use box” on the form shall be automatically populated by the Enforcement Operations System. An Appeal must only be sent to the Registered Keeper/Person Liable i.e. not to the representative.		
E5.8.40	R1	Mandatory
Upon rejection of the Representation the Service Provider shall lift the suspension and reset the relevant PCN timeline for progression to zero (0).		
E5.8.41	R1	Mandatory
MIS		

The Service Provider shall ensure that the Enforcement Operations System functionality and processes provided are able to identify the date of the actual receipt of the relevant Representation.		
E5.8.42	R1	Mandatory
MIS		
The date of receipt shall be used to determine if a Representation was received within the discounted payment period for the PCN being considered. If the Representation was received within the discount payment period for the PCN, the Service Provider shall reset the discount payment period for the PCN to zero (0), offering a further discount payment period for the PCN. The Service Provider shall ensure that this action is reflected in the Enforcement Operations System functionality and included in the relevant Notice of Rejection.		
E5.8.43	R1	Mandatory
Where the relevant Representation is received after the discount payment period has expired for the PCN under consideration, the Service Provider shall not reset the discount payment period but shall ensure that the relevant Notice of Rejection details the full amount to be paid and by what date it is to be paid. The Service Provider shall ensure that the Enforcement Operations System shall have the functionality to re “offer” the discounted sum for some or all of the Contravention Types (as notified by TfL to the Service Provider) even if the PCN has progressed to the full outstanding amount.		
E5.8.44	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System functionality is able to cope with different PCN amounts outstanding when addressed in a single Notice of Rejection. The balances due in such cases shall reflect any full		

and/or partial payments made against each relevant PCN.		
E5.8.45	R1	Mandatory
MIS		
<p>If a Representation is received after the expiry of the original discount payment period for the PCN, then the Service Provider shall ensure that the Customer is provided with a Parameterised time period (as specified by TfL from time to time) for both the payment of the PCN and for postal delay in order to either pay the full amount of the PCN or Appeal to the Adjudication Service.</p>		
E5.8.46	R1	Mandatory
<p>The Service Provider shall ensure that the Notice of Rejection includes as a minimum, all the required information as specified by the most current relevant Legislation for the relevant Contravention Type.</p>		
E5.8.47	R1	Mandatory
MIS		
<p>The Service Provider shall issue Notices of Rejections and Notices of Acceptance at the latest by midnight on the first Working Day following the day of decision. The PCN processing timeline shall recommence after a Parameterised time period (as specified by TfL from time to time) after despatch of the Notices of Rejection and Notices of Acceptance. The Service Provider shall ensure that the time and date of despatch is recorded onto the Enforcement Operations System.</p>		
E5.8.48	R1	Mandatory
MIS		
<p>The Service Provider shall provide the facility to support the reissue of PCNs during the consideration of Representations where there is sufficient evidence to justify re-issue.</p>		

E5.8.49	R1	Mandatory
MIS		
<p>Where a Representation makes specific mention of contact with the Contact Centre, the Service Provider shall locate the relevant call and process it in accordance with appendix 24: Criteria for Dealing with Representations. If the call cannot be located, the Service Provider shall request further information from the person making the Representation in order to aid the search.</p>		
<p><b>5.9 Third Party Representations</b></p>		
E5.9.1	R1	Mandatory
<p>The Service Provider shall ensure that system functionality, processes and relevant reason codes are provided to support the identification, status and/or relationship of the Customer making a Representation, where they are different to the Registered Keeper/Person Liable. This shall be to assist in the consideration and processing of Representations.</p>		
E5.9.2	R1	Mandatory
<p>The Service Provider shall process all Third Party Representations in accordance with the process outlined in appendix 24: Criteria for Dealing with Representations. The Service Provider's System shall have the functionality to allow the application of different rules and processes in relation to Third Party Representations depending on Contravention Type.</p>		
E5.9.3	R1	Mandatory
MIS		

<p>Where a Representation has not been received from the Registered Keeper/Person Liable, or another authorised person as specified in:</p> <ul style="list-style-type: none"> <li>• appendix 24: Criteria for Dealing with Representations; or</li> <li>• appendix 25: Criteria for Dealing with Representations for Clamp and Removal,</li> </ul> <p>as appropriate the Service Provider shall ensure that System functionality, processes and relevant reason codes are provided to the Registered Keeper/Person Liable via a letter, the form of which is subject to TfL's approval.</p>		
E5.9.4	R1	Mandatory
<p>The Service Provider shall ensure that the letter shall outline the receipt of the Representation and shall request that the Registered Keeper/Person Liable provides written agreement/authorisation to the Representation being made on his/her behalf within a Parameterised period (to be specified by TfL from time to time).</p>		
E5.9.5	R1	Mandatory
MIS		
<p>The Parameterised period for each Contravention shall be defined by TfL and is subject to change with twenty four (24) hours' notice following written authorisation by TfL without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL.</p>		
E5.9.6	R1	Mandatory
MIS		
<p>The Service Provider shall hold the case in suspension until either:</p> <ul style="list-style-type: none"> <li>• receipt of the authorisation; or</li> <li>• refusal to authorise; or</li> </ul>		

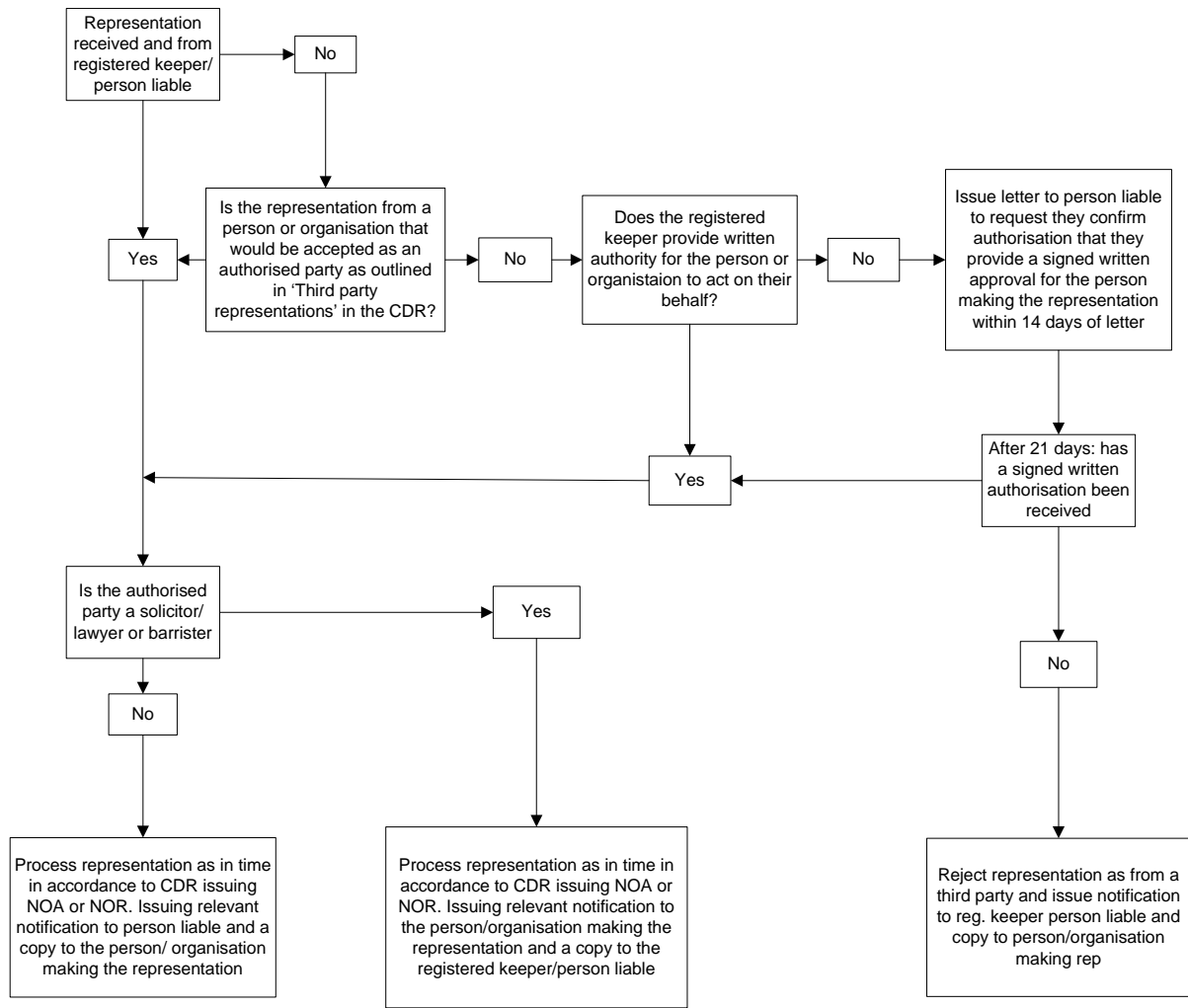


<ul style="list-style-type: none"> <li>expiry of the Parameterised period,</li> </ul> <p>whichever is the earliest.</p>		
E5.9.7	R1	Mandatory
MIS		
<p>Where a Representation from the Registered Keeper/Person Liable has not been received within the Parameterised period and/or the authorisation approval/refusal has been received, the Service Provider shall ensure that the System is updated with the appropriate reason codes and decision, and that a decision letter is sent to the Registered Keeper/Person Liable.</p>		
E5.9.8	R1	Mandatory
MIS		
<p>The Service Provider shall issue the decision letter to refuse or to consider the Representation if incorrectly made by a Third Party in accordance with appendix 24: Criteria for Dealing with Representations.</p>		
E5.9.9	R1	Mandatory
<p>The Service Provider shall issue the relevant copies of the decision letter detailing that the decision has been approved by TfL to both the person making the Representation and the Registered Keeper/Person Liable (if different).</p>		
E5.9.10	R1	Mandatory
<p>The Service Provider shall ensure that the standard decision letter includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>date which the Representation was received;</li> </ul>		

<ul style="list-style-type: none"> <li>• reasons for rejection of the Representation;</li> <li>• statement that the Customer has lost their right to Appeal to the Adjudication Service;</li> <li>• statement that the decision does not create grounds to make a Statutory Declaration on the basis of making a Representation whereby no response was received;</li> <li>• details of the next Enforcement stage (as appropriate); and</li> <li>• details of the amounts due for each relevant PCN which shall take into account full or partial payments received.</li> </ul>		
E5.9.11	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that System functionality, processes and relevant reason codes are provided to issue either a Notice of Acceptance or Notice of Rejection, to the Registered Keeper/Person Liable and the Customer that made the Representation (if different). The Service Provider shall send relevant copies of the letter as outlined in figure 5: Third Party Representations Flowchart.</p> <p>The Service Provider shall send an Appeals form only to the Registered Keeper/Person Liable.</p>		

E5.9.12	R1	Mandatory

Figure 5: Third Party Representations Flowchart



**5.10 Late Representations**

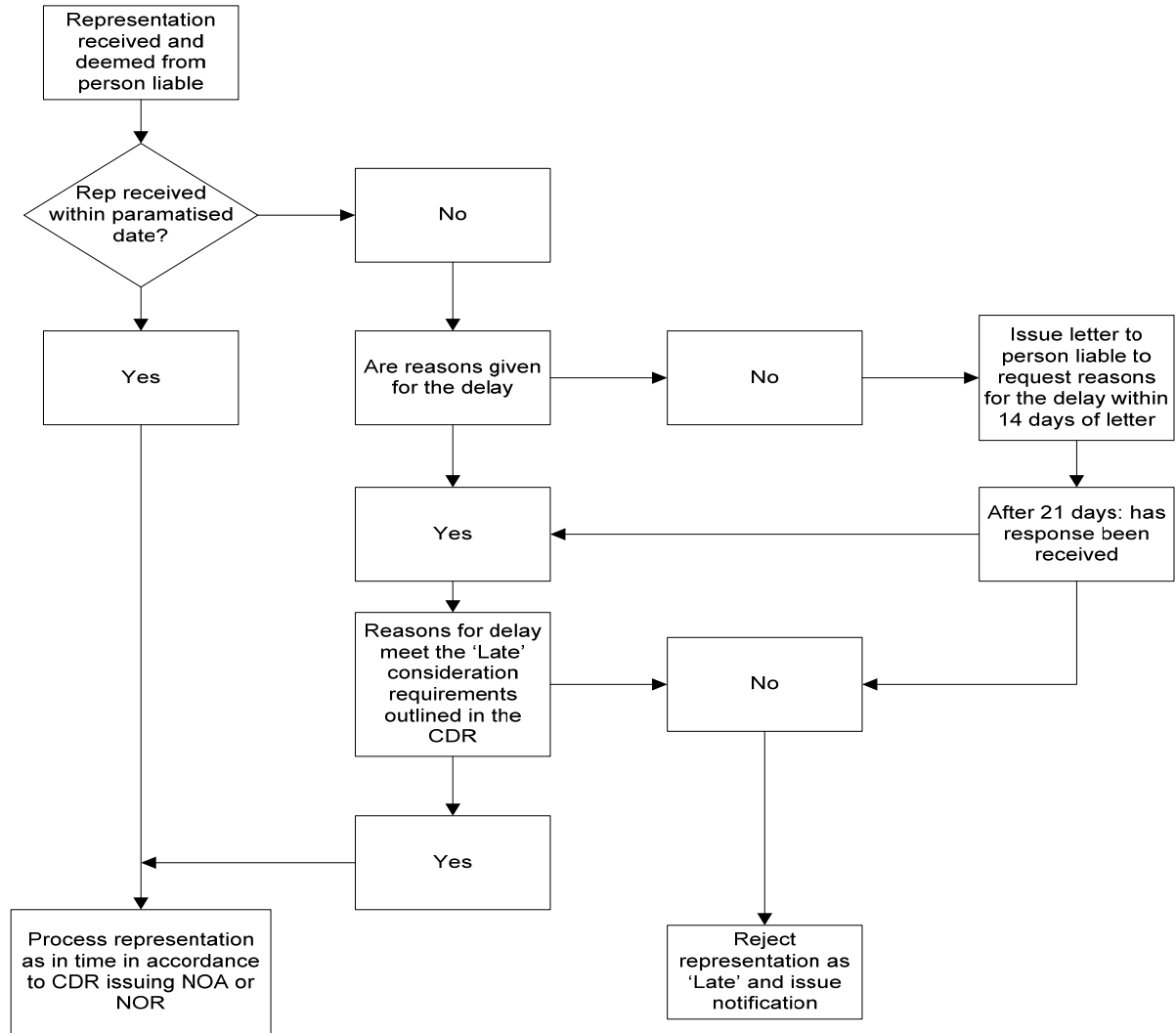
E5.10.1	R1	Mandatory
MIS		

The Service Provider shall ensure that System functionality, processes and relevant

<p>reason codes are provided to support the consideration and processing of Representations which are made after the Parameterised date or event for making Representations as defined by TfL and as specified in appendix 24: Criteria for Dealing with Representations. (See Figure 6: Late Representations Flowchart).</p>		
E5.10.2	R1	Mandatory
<p>The Service Provider shall hold cases in suspension until either the receipt of a written explanation for the late submission of the Representation or the expiry of the Parameterised response period (whichever is earlier). The Parameterised date or identified event may be subject to change within twenty four (24) hours' notice following written authorisation by TfL without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.</p>		

E5.10.3	R1	Mandatory

Figure 6: Late Representations Flowchart



E5.10.4	R1	Mandatory
MIS		

If a Representation is deemed to have arrived late (in accordance with the processes defined by TfL) the Service Provider shall send a letter (suitably modified in the event

of a Clamp and Removal Representation), to the Registered Keeper/Person Liable.

The letter shall detail:

- date the Representation was required to be received by and the date the Representation was actually received, in order to reflect receipt of the Representation after the statutory time allowed;
- statement that TfL considers there are no reasons evident for the delay;
- request that they provide written reasons for the delay; and
- any supporting evidence required in making the Representation within a Parameterised response period and a statement that if the information is not received TfL will regard the Representation as late.

The Parameterised dates or events shall be defined by TfL and are subject to change within twenty four (24) hours' notice following written authorisation by TfL, without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.

E5.10.5	R1	Mandatory
MIS		
<p>If no further information is received within the Parameterised response time, the Service Provider shall refuse the Representation and send an appropriate response in accordance with appendix 24: Criteria for Dealing with Representations and figure 6: Late Representations Flowchart.</p>		
E5.10.6	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that System functionality, processes and relevant reason codes are provided to ensure that where a Representation is received that is both late and not from the Registered Keeper/Person Liable, both incidents can be</p>		

<p>raised and relevant authorisation and/or explanation can be requested in a single letter issued to the Registered Keeper/Person Liable.</p>		
E5.10.7	R1	Mandatory
<p>The Service Provider shall ensure that the letter shall meet the requirements of both Third Party and late Representation functionality outlined in this Statement of Requirements and that the subsequent processes/considerations reflect this.</p>		
<p><b>5.11 Appeal Consideration</b></p>		
E5.11.1	R1	FYI
<p>Where a Representation has been rejected, for any civil enforcement process, the Registered Keeper/Person Liable has the right to seek a review of the decision via the Adjudication Service.</p>		
E5.11.2	R1	Mandatory
<p>The Service Provider shall ensure that the process for receiving and processing Appeals is generally the same for all Contravention Types, but that the Enforcement Operations System retains the required functionality and flexibility to access different levels of evidence for consideration of the Appeal and inclusion in the Appeals Packs if a decision to contest the Appeal is taken.</p>		
	R1	Mandatory
E5.11.3		
<p>Upon receipt of an Appeal, the Service Provider shall ensure that the Enforcement Operations System automatically advises the Operative of all previous PCN history</p>		

<p>details and Discount applications for the same VRM and/or Customer Record and that the Enforcement Operations System requires the Operative to view this information and confirm it prior to consideration of the Appeal.</p>		
E5.11.4	R1	Mandatory
<p>The Service Provider shall provide and operate a system capable of producing Outgoing Correspondence in response to one (1) Appeal covering multiple PCNs. This includes the ability to:</p> <ul style="list-style-type: none"> <li>• associate one (1) Appeal through one (1) action against many PCNs for the same VRM;</li> <li>• disassociate PCNs, associated at Representation or Appeal stage but confirmed by the Adjudication Service as not being part of the Appeal;</li> <li>• cancel, progress, or re-issue many PCNs against one VRM through systematic processing of associated groups depending on the outcome of the Appeal;</li> <li>• make reference to different payment amounts if applicable (e.g. one (1) PCN may require payment of fifty pounds (£50) whereas another may require payment of one hundred pounds (£100)); and</li> <li>• retrieve, view and print all relevant incoming and Outgoing Correspondence from any of the PCNs to which it refers.</li> </ul>		
E5.11.5	R1	Mandatory
MIS		
<p>On receipt of the Notice of Appeal from the Adjudication Service, the Service Provider shall:</p> <ul style="list-style-type: none"> <li>• record the Notice of Appeal from the Adjudication Service against the relevant PCN record regardless of what stage in the process it is at;</li> <li>• record the case number against each of the PCNs;</li> </ul>		



- suspend the automatic progression of the case regardless of what stage in the process it is at until the Appeal decision has been made and recorded and where there is no requirement to request a review of the decision;
- ensure the correct PCNs have been associated with the Appeal;
- ensure the validity of the Appeal;
- review the original decision reached;
- review the original decision in light of any additional evidence having been received, (if applicable);
- review the Notice of Rejection for accuracy;
- ensure that any Data which forms part of the Appeal Pack is not deleted or purged from the System for as long as the Appeal is under consideration;
- ensure all required information to support the Appeal is readily available; and
- decide whether the Appeal should be contested in accordance with the guidelines in appendix 24: Criteria for Dealing with Representations.

E5.11.6	R1	Mandatory
MIS		

On receipt of an Appeal, the Service Provider shall ensure that the Enforcement Operations System has the functionality to recognise varying sums as the outstanding amount for the individual PCN. TfL shall confirm which scenario shall be applicable but will retain the right to change the option applicable, with one (1) week’s notice and without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL. The scenarios are as follows:

- amount is suspended on the Enforcement Operations System when the Adjudication Service notifies the Service Provider of the Appeal. Should the PCN have reached Charge Certificate stage or beyond, the amount applicable will be reduced to the full Penalty Charge rate; or
- outstanding amount is the discount rate regardless of what was recorded on the

<p>Enforcement Operations System when the Service Provider was notified of the Appeal; or</p> <ul style="list-style-type: none"> <li>outstanding amount is the full Penalty Charge rate regardless of what was recorded on the Enforcement Operations System when the Service Provider was notified of the Appeal.</li> </ul>		
E5.11.7	R1	Mandatory
MIS		
<p>The Service Provider shall have a Quality Assurance system in place (agreed by TfL) of which TfL has full visibility. This system shall be able to check one hundred percent (100%) of Outgoing Correspondence.</p>		
E5.11.8	R1	Mandatory
<p>The Service Provider shall not be limited to carrying out the same action where PCNs have been associated at either Representation or Appeal stage. For example, the Service Provider shall provide Enforcement Operations System functionality that shall ensure that in a multiple PCN Appeal, some PCNs can be contested, even where some have been non-contested and vice versa. The Enforcement Operations System shall also allow some, but not all of those being non-contested to be re-issued.</p>		
E5.11.9	R1	Mandatory
<p>At all times during the consideration process the Operative shall have the ability to access historical record details in order to ensure that consistency is applied to decisions when responding to the Appeal and that previous acceptance/non-contest reasons (e.g. where the recipient of the PCN was advised that no further Representation against PCNs issued in similar circumstances would be accepted) are taken into account.</p>		

E5.11.10	R1	Mandatory
MIS		
The Service Provider shall achieve time critical postal outputs, whether sent electronically or otherwise, such as case evidence for adjudications within the timescales specified in schedule 5: Service Level Agreement.		
E5.11.11	R1	Mandatory
MIS		
The Service Provider shall ensure that an electronic Data Interface is in place between the Adjudication Service systems and the Enforcement Operations System, and that such Interface allows all Documents and other files to be sent and received electronically. The Service Provider shall build the Interface in accordance with the most up to date XML schema as provided by the Adjudication Service.		
E5.11.12	R1	Mandatory
The Service Provider shall be capable of receiving and sending all Documents that the Adjudication Service is capable of receiving and sending electronically and shall use this information to update its Enforcement Operations System automatically in accordance with appendix 27: Interface Catalogue.		
E5.11.13	R1	Mandatory
MIS		
The Service Provider shall ensure that all Documents received/sent are stored and linked to the relevant PCN.		
E5.11.14	R1	Mandatory
MIS		

<p>The Service Provider shall consider the validity of all the notifications received from the Adjudication Service. This shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• comparing the Registered Keeper/Person Liable and Vehicle details, the number and status of the PCNs linked to the Appeal by the Adjudication Service; and</li> <li>• where the Appellant is not the Registered Keeper/Person Liable, whether the Appellant is authorised to make the Appeal.</li> </ul>		
E5.11.15	R1	Mandatory
<p>The Service Provider shall immediately contact the Adjudication Service via telephone, fax or email should any details highlighted in the notification conflict with the details held on the Enforcement Operations System.</p> <p>The Service Provider shall ensure that, if necessary, an amended Document is received from the Adjudication Service. The Service Provider shall update its records accordingly or record all clarifications onto the Enforcement Operations System.</p>		
E5.11.16	R1	Mandatory
<p>The Service Provider shall provide a response to all queries made by the Adjudication Service. This shall include any query made by the Adjudication Service regardless of whether it is before or after the Appeal has been made.</p>		
E5.11.17	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the response to any query from the Adjudication Service shall be provided within three (3) Working Days of receipt of the query or by the date specified by the Adjudication Service, whichever is earlier and shall be in the format requested by the Adjudication Service.</p>		

E5.11.18	R1	Mandatory
MIS		
The Service Provider shall record all queries and responses made by the Adjudication Service on the Enforcement Operations System.		
E5.11.19	R1	Mandatory
MIS		
On receipt of an enquiry from the Adjudication Service, the Service Provider shall suspend all related PCNs, with a clear note on the Enforcement Operations System as to why such action was taken. This suspension shall be for a maximum period of two (2) weeks.		
E5.11.20	R1	Mandatory
MIS		
If after the two (2) week period the Service Provider has not received notification of a scheduled or rescheduled/rejected Appeal from the Adjudication Service, the Service Provider shall lift the suspension and add a note to the Enforcement Operations System to clarify the reason why.		
E5.11.21	R1	Mandatory
Where an Appeal is received and the relevant Notice of Rejection issued highlighted that a number of PCNs were considered, the Service Provider shall review the relevant PCNs when dealing with the Appeal.		
E5.11.22	R1	Mandatory

<p>The Service Provider shall disassociate any PCNs that have not been specified as part of the Appeal and shall associate further PCNs as required.</p>		
E5.11.23	R1	Mandatory
MIS		
<p>The Service Provider shall highlight to the Adjudication Service any Appeals that contain PCNs that were not associated with a Notice of Rejection. The Service Provider shall ensure that these additional PCNs remain suspended until the Adjudication Service provides clarification.</p>		
E5.11.24	R1	Mandatory
<p>The Service Provider shall include a copy of the Evidential Record and Images obtained from the Core IT System for inclusion into the Appeal Pack as detailed in the Interface Specification. This must be a copy of the original Evidential Record in order to ensure evidential integrity and must include the explanation of the various fields. The Service Provider must also have the ability to physically print copies of the Evidential Record, including the explanation of the various fields. A copy of the current Evidential Record and the explanation of the various fields are included in appendix 16: Evidential Record Template.</p>		
E5.11.25	R1	Mandatory
<p>The Adjudication Service may request out of time Appeals advice from the Service Provider. In the event of such a request, the Service Provider shall evaluate whether the Appeal should be considered in accordance with appendix 24: Criteria for Dealing with Representations.</p>		
E5.11.26	R1	Mandatory

MIS		
The Service Provider shall record all such queries from and responses to the Adjudication Service on the Enforcement Operations System.		
E5.11.27	R1	Mandatory
MIS		
On receipt of such an enquiry, the Service Provider shall suspend all related PCNs, with a clear note as to why such action was taken. This suspension shall be for a maximum period of two (2) weeks.		
E5.11.28	R1	Mandatory
MIS		
If after two (2) weeks, notification of an Appeal being scheduled or rejected has not been received from the Adjudication Service, the Service Provider shall lift the suspension. Where the suspension is lifted, the Service Provider shall add a note to the Enforcement Operations System to clarify why.		
E5.11.29	R1	Mandatory
MIS		
Where the Adjudication Service permits an out of time Appeal, the Service Provider shall cancel any Charge Certificate issued to the Appellant and reset the PCN to the pre-Charge Certificate amount. If the PCN has progressed beyond the Charge Certificate stage, the Service Provider shall reset the PCN to the full Penalty Charge amount (currently one hundred pounds (£100)).		
E5.11.30	R1	Mandatory
The Service Provider may only request a hearing to be rescheduled according to the		

<p>rules of the Adjudication Service. All such requests must be authorised by TfL. The Service Provider shall record such a request and its response as an event on the Enforcement Operations System.</p>		
E5.11.31	R1	Mandatory
<p>In the case of a single Appeal being made against multiple PCNs, the Service Provider shall prepare the case evidence to include the details required for each individual PCN that is subject to the same Appeal. If the Appeal is for multiple PCNs, the Service Provider shall provide the functionality to ensure that all or some of the PCNs can be non-contested.</p>		
E5.11.32	R1	Mandatory
MIS		
<p>The Service Provider shall cite the reason for not contesting an Appeal and record this reason along with any evidence obtained on the Enforcement Operations System in accordance with the reason codes supplied in appendix 24: Criteria for Dealing with Representations.</p>		
E5.11.33	R1	Mandatory
MIS		
<p>If the Service Provider decides not to contest an Appeal, the Service Provider shall notify the Adjudication Service and update the Enforcement Operations System to cancel the PCN and write-off any outstanding Penalty Charges relating to the PCN detailed in schedule 5: Service Level Agreement.</p>		
E5.11.34	R1	Mandatory
<p>The Service Provider shall update the Core IT System with Data on cancelled PCNs as</p>		



well as a message for the Detection and Enforcement Infrastructure Service Provider to delete corresponding Images after the time period for retention of such Images has expired.		
E5.11.35	R1	Mandatory
MIS		
The Service Provider shall provide the facility to support the re-issue of PCNs during the Appeals processing and where there is sufficient evidence to justify re-issue. If this is for multiple PCNs, the Service Provider shall provide a functionality to ensure that all or some of the PCNs can be re-issued.		
E5.11.36	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System includes the functionality to enable registration of updated Registered Keeper/Person Liable details on acceptance of the Appeal and re-issue of the PCN to the updated Registered Keeper/Person Liable.		
E5.11.37	R1	Mandatory
MIS		
The Service Provider shall write to the Appellant within twenty four (24) hours of the decision not to contest and explain that TfL has decided not to contest the Appeal and has cancelled the PCN. In cases where the decision not to contest has been taken on procedural grounds, such as mitigating circumstances or despatch of an incorrect Notice of Rejection, the Service Provider shall explain that the decision not to contest has no bearing on the lawfulness of the event.		
E5.11.38	R1	Mandatory

<p>For Appeals non-contested on procedural grounds, the Adjudication Service shall write to the Appellant advising him/her that the Adjudicator has allowed the Appeal without consideration of the merits of the case. In a multiple PCN case, where only part of the Appeal is not being contested, the Service Provider shall make it clear which PCNs are still being contested and confirm the distinction between those PCNs not being contested. The Service Provider shall also confirm that an Appeal Pack will follow shortly.</p>		
E5.11.39	R1	Mandatory
<p>The Service Provider shall issue letters advising Appellants of non-contested Appeals, the form of which shall be approved by TfL before use.</p>		
E5.11.40	R1	Mandatory
<p>In cases where the decision to re-issue the PCNs to the updated Registered Keeper/Person Liable has been taken, the Service Provider shall communicate to the original Registered Keeper/Person Liable that the original PCN has been cancelled given the change in Registered Keeper/Person Liable details. The Service Provider shall then reissue the PCN to the updated Registered Keeper/Person Liable.</p>		
E5.11.41	R1	Mandatory
MIS		
<p>The Service Provider shall record the correct reason for non-contested Appeals on the Enforcement Operations System in accordance with appendix 28: Appeal Non-Contest Codes. The reasons shall include, but not be limited to, failure to complete Appeal Packs, incorrect Representation rejection, new evidence, resource requirements and late notification.</p>		

E5.11.42	R1	Mandatory
<p>The Service Provider shall evaluate whether the Appeal should be contested in accordance with appendix 24: Criteria for Dealing with Representations. If it is appropriate to contest the Appeal (or in the case of multiple PCNs, part of the Appeal) the Service Provider shall collate the Appeal Pack for the Adjudication hearing and deliver it to the Adjudication Service and Appellant at the earliest opportunity.</p>		
E5.11.43	R1	Mandatory
MIS		
<p>If a decision cannot be made as to whether to:</p> <ul style="list-style-type: none"> <li>• contest the Appeal;</li> <li>• appendix 24: Criteria for Dealing with Representations highlights that a referral should be made; or</li> <li>• clarification or advice is needed,</li> </ul> <p>the Service Provider shall escalate the matter to TfL’s PMAs at the earliest opportunity with details as to why the matter has been escalated. The Service Provider shall make a referral no later than five (5) Working Days prior to the evidence due date. In such circumstance the Appeal Pack shall be provided to the PMAs, with the evidence due date and reason for the referral being made clear to the PMAs. The Service Provider shall record such a referral and its response shall be recorded as an event in the Enforcement Operations System.</p>		
E5.11.44	R1	Mandatory
MIS		
<p>Once an Appeal Pack has been created the Service Provider’s Quality Assurance team shall quality check it prior to its issue in order to ensure that all of the Documents has been incorporated, the case summary is of the appropriate standard and the decision</p>		

<p>to contest is correct. Only once approval has been granted by the Quality Assurance team shall the Service Provider issue the Appeal Pack to the Appellant and the Adjudication Service. The Service Provider shall record such approval as an event in the Enforcement Operations System.</p>		
E5.11.45	R1	Mandatory
<p>The Appeal Pack prepared by the Service Provider shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• copy of the original Representation;</li> <li>• copy of the relevant PCN(s);</li> <li>• any additional relevant correspondence received regarding the PCN;</li> <li>• telephone Contact Centre logs summarising verbal conversations via the Contact Centre;</li> <li>• call recordings (actual conversation) where applicable;</li> <li>• relevant statements supporting the issue of the PCN and/or rejection of the Representation;</li> <li>• copies of documents obtained via the Core IT Systems;</li> <li>• Evidence tick sheets;</li> <li>• copy of the Evidential Record;</li> <li>• case summary (no size limit);</li> <li>• records and logs from the Enforcement Operations System;</li> <li>• full audit trail of Registered Keeper/Person Liable details and where details obtained from (e.g. DVLA or hire agreement);</li> <li>• copy of the Notice of Rejection; and</li> <li>• video stream (MPEG4 format) where applicable.</li> </ul> <p>For multiple PCNs, the Service Provider shall prepare an Appeal Pack for each</p>		

Representation and Appeal made.		
E5.11.46	R1	Mandatory
<p>The Service Provider shall ensure that all Enforcement Operatives have access to the call recording system for investigation purposes. When investigating Representations and Appeals, the Service Provider shall ensure that the investigation carried out includes a detailed search for any related calls to the Contact Centre.</p>		
E5.11.47	R1	Mandatory
<i>[This requirement has been moved to E5.8.49]</i>		
E5.11.48	R1	Mandatory
<p>Where a relevant call has been identified, should a decision be made to contest the Appeal, the Service Provider shall make specific reference to the call in the Appeal Pack. An electronic copy of the call shall be provided to both the Appellant and the Adjudication Service. Such a copy must be in a format that can easily be accessed by both the Adjudication Service and the Appellant. Where requested, the Service Provider shall also provide a transcription of the call to both the Adjudication Service and the Appellant.</p>		
E5.11.49	R1	Mandatory
MIS		
<p>The Service Provider shall provide a mechanism to ensure that all the required elements of an Appeal Pack are correctly gathered together and included in the Appeal Pack. All elements that are held electronically on the Enforcement Operations System shall be automatically flagged for inclusion by the Enforcement Operations System.</p>		

E5.11.50	R1	Mandatory
MIS		
<p>The Adjudicator through delegated authority to the Adjudication Service may adjourn hearings, set a new date or leave the date open. If the Service Provider receives notification of such events, it shall take the appropriate actions to prepare the case for the new hearing date such as the provision of additional information or Data requested by the Adjudicator.</p>		
E5.11.51	R1	Mandatory
MIS		
<p>The Adjudicator may also make specific requests for information or other such actions via an adjournment request. The Service Provider shall respond to all adjournment requests providing the required evidence or carrying out the appropriate action in accordance with schedule 5: Service Level Agreement.</p>		
E5.11.52	R1	Mandatory
MIS		
<p>The Service Provider may receive additional evidence from the Appellant either directly or via the Adjudication Service at any time during the Appeals process. If the additional evidence is received directly, the Service Provider shall forward a copy to the Adjudication Service for its information.</p>		
E5.11.53	R1	Mandatory
<p>The Service Provider shall consider and respond to all additional evidence within five (5) Working Days of its receipt or three (3) Working Days prior to the hearing date (whichever is earlier).</p>		

E5.11.54	R1	Mandatory
<p>Where the decision to contest the Appeal has yet to be made, the Service Provider shall consider the additional evidence in accordance with appendix 24: Criteria for Dealing with Representations, with direct reference made to the additional evidence in the case summary.</p>		
E5.11.55	R1	Mandatory
<p>Where the decision to contest has been made and the Appeal Pack has already been issued, the Service Provider shall consider the additional evidence in accordance with appendix 24: Criteria for Dealing with Representations. Should the additional evidence require the case to be non-contested, the Service Provider shall inform both the Appellant and the Adjudication Service of the decision to non-contest. This shall be in line with the standard process for non-contesting an Appeal.</p>		
E5.11.56	R1	Mandatory
<p>Where the additional evidence does not affect the decision to contest the Appeal, the Service Provider shall provide a response to that effect to the Appellant and the Adjudication Service in the format required by the Adjudication Service.</p>		
E5.11.57	R1	Mandatory
<p>Where additional evidence is received after the Adjudicator has made a determination on the Appeal, the Service Provider shall still consider the evidence in accordance with appendix 24: Criteria for Dealing with Representations to see whether the PCN should be cancelled or re-issued. The Service Provider shall provide a response to the</p>		

Appellant confirming its action.		
E5.11.58	R1	Mandatory
The Service Provider shall process all other requests from the Adjudication Service in accordance with the request and within the specified timescales (e.g. requests for further information, requests to suspend cases, requests to provide summary Data and requests to attend hearings).		
E5.11.59	R1	Mandatory
Where the Service Provider utilises an Interface with the Core IT System in compiling Appeal Packs and where the presentation of the Core IT System Data is inconsistent with other Data, the Service Provider shall put this into a consistent and readable format and include it in the case summary.		
E5.11.60	R1	Mandatory
MIS		
When the Appeal Pack is sent to the Adjudication Service, the Service Provider shall send an exact copy of the Appeal Pack to the Appellant. However, where audio or video evidence has been included as part of the Appeal Pack to the Adjudication Service, specific evidence shall be provided by the Service Provider to the Appellant in a format that can be easily accessed by the general public (e.g. for an audio record, a compact disc capable of being played on a normal stereo system should be provided and for video evidence a DVD or video tape should be provided).		
E5.11.61	R1	Mandatory
MIS		
The Service Provider shall use the Interfaces with the Core IT Systems to obtain all		



required Data and information required for the Appeal Packs such as copies of the original Resident's Discount application form and Charge Payment details if applicable as detailed in the Interface Specification.		
E5.11.62	R1	Mandatory
MIS		
The Service Provider shall ensure that all Appeal notifications sent by the Adjudication Service are recorded and scanned in the Enforcement Operations System. This shall include the suspension of the PCN to ensure that the Service Provider is not liable where notification of an Appeal was sent by the Adjudication Service but the actual Appeal was not received.		
E5.11.63	R1	Mandatory
On receipt of an Appeal outcome, the Service Provider shall read the whole decision to determine how the decision shall be recorded on the Enforcement Operations System. This will not be an automated process.		
E5.11.64	R1	Mandatory
When considering the Appeal outcome, the Service Provider shall consider whether the decision affects any PCNs that are not part of the Appeal itself (e.g. where an error is identified in the processing of a Resident's Discount application). This is likely to affect a number of PCNs and it shall be the responsibility of the Service Provider to identify any of the PCNs not associated to the Appeal but linked to the decision itself.		
E5.11.65	R1	Mandatory
The Service Provider shall raise any case(s) with TfL's PMAs where they believe it		

<p>would be prudent to take action on other PCNs not linked to the Appeal. The Service Provider shall escalate these with an explanation as to why the referral has been made.</p>		
E5.11.66	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System functionality allows the Service Provider to highlight whether the Appeal shall be allowed, refused or withdrawn and record what further action should be taken. To clarify, an allowed Appeal should not automatically lead the Service Provider to cancel the PCN or refund the monies.</p>		
E5.11.67	R1	Mandatory
MIS		
<p>The Service Provider shall record on the Enforcement Operations System whether the decision was:</p> <ul style="list-style-type: none"> <li>• allowed;</li> <li>• allowed due to a non-contested Appeal;</li> <li>• refused; or</li> <li>• withdrawn.</li> </ul>		
E5.11.68	R1	Mandatory
MIS		
<p>Following the decision to allow/refuse/withdraw an Appeal, the Service Provider shall make a decision as to whether:</p> <ul style="list-style-type: none"> <li>• a PCN should be reissued;</li> <li>• monies should be refunded;</li> <li>• a lower amount should be accepted (and for what period that lower amount shall be</li> </ul>		

accepted for); and		
<ul style="list-style-type: none"> <li>the Appeal should be reviewed.</li> </ul>		
E5.11.69	R1	Mandatory

When the Adjudicator grants an Appeal, the Service Provider shall consider whether a review is appropriate. If not, the Service Provider shall comply with any directions made by the Adjudicator relating to the cancellation of the PCN, refunding of paid PCNs and/or any Clamp and Removal charges. If applicable, the Service Provider shall reissue the PCN.

E5.11.70		

Upon notification of an accepted Appeal, the Service Provider shall complete the activities detailed in: Table 3: Service Provider Activity Timescales within the required timescales:

Table 3: Service Provider Activity Timescales

Service Provider Action	Timescale
The Enforcement Operations System shall allow the PCN to be re-issued if new hirer/Registered Keeper/Person Liable details have been provided at the hearing.	Within twenty four (24) hours of the Adjudication decision.
Supply TfL with details of all such decisions.	Within twenty four (24) hours of the Adjudication decision.
Review such decisions and make	Within three (3) Working Days of the

appropriate recommendations.	Adjudication decision.	
Highlight any decisions that should be contested.	Within three (3) Working Days of the Adjudication decision.	
Highlight comments or actions suggested by the Adjudicator that fall outside of the Service Provider’s jurisdiction.	Within three (3) Working Days of the Adjudication decision.	
Refund PCNs paid.	Within three (3) Working Days of the Adjudication decision.	
<b>5.12 Appeal Withdrawn</b>		
E5.12.1	R1	Mandatory
With TfL approval, the Service Provider shall be responsible for making the appropriate request for review the Appeal in a format agreed by TfL.		
E5.12.2	R1	Mandatory
MIS		
If the Appellant withdraws an Appeal before the hearing, the Adjudication Service will notify the Service Provider.		
E5.12.3	R1	Mandatory
MIS		
The Service Provider shall update the Enforcement Operations System with the decision to withdraw the Appeal and allow the recovery of the Penalty Charge to continue in accordance with the PCN processing timeline.		

E5.12.4	R1	Mandatory
MIS		
<p>Upon withdrawal of an Appeal by the Appellant, the Service Provider shall write to the Appellant within twenty four (24) hours of such notification confirming this decision and requesting payment of the appropriate outstanding Penalty Charges. At a minimum, the Service Provider shall include the Data fields included in the Appeal Pack (case number, PCN number, VRM, payment due date and amount due).</p>		
<p><b>5.13 Appeal Decision Review</b></p>		
E5.13.1	R1	Mandatory
MIS		
<p>The Service Provider shall send all reports and Appeal decisions received from the Adjudication Service to TfL in an electronic format that is readable through commonly available desktop tools within twenty four (24) hours of receipt of this information by the Service Provider.</p>		
E5.13.2	R1	Mandatory
MIS		
<p>Once an Adjudicator makes a decision, the Appellant or TfL may request a review of the decision in the light of, for example, new evidence becoming available. The Service Provider shall make recommendations to TfL's PMAs on any decision that is considered to require a decision review.</p>		
E5.13.3	R1	Mandatory
<p>The Service Provider shall ensure that such a request is received by the Adjudication Service and the Appellant within fourteen (14) days of the date the decision was made.</p>		

E5.13.4	R1	Mandatory
MIS		
<p>Where the Service Provider receives notification from the Adjudication Service that the Appellant has made a request for review that has been accepted and a review hearing scheduled, the Service Provider shall give full consideration to the review and provide a full response to the Appellant and the Adjudication Service. The Service Provider shall ensure receipt by the Appellant and the Adjudication Service by the evidence due date at the latest.</p>		
E5.13.5	R1	Mandatory
<p>The Service Provider shall supply all existing and additional evidence to support such a decision review.</p>		
E5.13.6	R1	Mandatory
MIS		
<p>The Service Provider shall suspend the PCN processing timeline upon confirmation from TfL that a decision review is required or notification of a decision review request by the Appellant. The Service Provider shall respond to such review requests with an appropriate response and the production of all required evidence.</p>		
E5.13.7	R1	Mandatory
MIS		
<p>If TfL's PMAs approve a decision to request a review, then the Service Provider shall notify the Adjudication Service of the review request within ten (10) Working Days of notification of the original decision. The Service Provider shall include all relevant documentary evidence with the request to the Adjudication Service.</p>		

E5.13.8	R1	Mandatory
The Service Provider shall send an exact copy of the request for review to the Appellant at the same time as the copy to the Adjudication Service is issued.		
E5.13.9	R1	Mandatory
The Service Provider shall monitor all Appeals where a request has been made with the approval of TfL.		
E5.13.10	R1	Mandatory
MIS		
The Service Provider shall highlight on a specific report, all adjournments, re-schedules, additional evidence and decisions made directly to TfL within twenty four (24) hours of the notification being received. This shall also include a copy of the Document received.		
E5.13.11	R1	Mandatory
MIS		
Where the Service Provider receives notification from the Adjudication Service that the Appellant has made a claim for costs, the Service Provider shall give full consideration to the claim and provide a full response provided to both the Appellant and the Adjudication Service.		
E5.13.12	R1	Mandatory
MIS		
The Service Provider shall record the amount claimed and the amount it offers the		

Appellant (where applicable) on the Enforcement Operations System. The Service Provider shall make such a response at the earliest opportunity. The Service Provider shall ensure receipt by the Appellant and the Adjudication Service by the evidence due date at the latest.

**5.14 Clamp and Removal Representations and Appeals**

E5.14.1	R1	Mandatory
MIS		

The Service Provider shall ensure that the Enforcement Operations System functionality, reason codes and processes provided are able to identify a Clamp and Removal Representation and associated Appeals separately from an ordinary Representation/Appeal. The Service Provider shall ensure that the relevant notification issued to the Customer (or other relevant parties) distinguishes a Clamp and Removal Representation or Appeal.

E5.14.2	R1	Mandatory
MIS		

The Service Provider shall identify and process a Clamp and Removal Representation in accordance with appendix 25: Criteria for Dealing with Clamp and Removal Representations.

E5.14.3	R1	Mandatory

The Service Provider shall ensure that all relevant information required through the Clamp and Removal Representation and Appeals processes has been requested from and not limited to:

- the OSE Service Provider;
- Core IT System; and



<ul style="list-style-type: none"> <li>• other relevant Service Elements and service providers.</li> </ul>		
E5.14.4	R1	Mandatory
<p>The Service Provider shall request all relevant missing information from the relevant party by an agreed method such as, fax, email, CD or other. Examples of missing information may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• identification and recording of the four (4) events that give rise to the right to make a Representation; or</li> <li>• photographic evidence of the Clamp and Removal action that is recorded/available.</li> </ul>		
E5.14.5	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System is able to identify the date on which a Clamp and Removal Representation was received.</p>		
E5.14.6	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System functionality, reason codes and processes provided can identify the fifty sixth (56<sup>th</sup>) day after receipt of Clamp and Removal Representations, with day one (1) of the fifty six (56) days being the day the Representation was actually received. The Service Provider shall Parameterise this period and shall change upon request by TfL with twenty four (24) hours' notice without recourse to the formal Change Control Request Procedure and at no additional cost to TfL. For the avoidance of doubt the Service Provider is not permitted to change the Parameter without approval from TfL.</p>		
E5.14.7	R1	Mandatory

<p>The Service Provider shall process all Clamp and Removal Representations in accordance with appendix 25: Criteria for Dealing with Clamp and Removal Representations, within the relevant time period (currently fifty six (56) days) and shall issue the relevant Notice of Acceptance and/or Notice of Rejection as appropriate. Where a decision has not been made by this date, the Service Provider shall accept the relevant Representation (as required by statutory regulations) and issue a Notice of Acceptance.</p>		
E5.14.8	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System allows both a Notice of Acceptance and a Notice of Rejection to be issued (for Clamp and Removal Representations only) for the same case (e.g. a Representation that is against ten (10) PCNs, where three (3) PCNs are cancelled and a refund for the other seven (7) is rejected).</p>		
E5.14.9	R1	Mandatory
<p>The Service Provider shall determine the decision to accept or reject a Clamp and Removal Representation in accordance with appendix 25: Criteria for dealing with Clamp and Removal Representations.</p>		
E5.14.10	R1	Mandatory
<p>The Service Provider shall issue appropriate letters using agreed templates and paragraphs that meet the entire letter writing requirements agreed with TfL. The templates/paragraphs shall be subject to change within twenty four (24) hours' notice following written authorisation by TfL without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL. For the avoidance of doubt, the</p>		

Service Provider shall not alter any template without authorisation from TfL.		
E5.14.11	R1	Mandatory
The Service Provider shall ensure that when a potentially late Clamp and Removal Representation is received, the Enforcement Operations System functionality and processes enable the case to be actioned in accordance with the late Representation process as specified in appendix 24: Criteria for Dealing with Representations.		
E5.14.12	R1	Mandatory
The Service Provider shall ensure that the Enforcement Operations System functionality and processes provided are capable of re-issuing any PCN after a Clamp and Removal Notice of Acceptance has been issued or after any Appeal. This re-issue of the PCN may be to the same or another party where relevant. (e.g. a Representation accepted on the basis the Vehicle was purchased after the Contravention date(s) thus indicating the previous Registered Keeper/Person Liable is liable, or an Appeal is allowed by the Adjudicator).		
E5.14.13	R1	Mandatory
The Service Provider shall provide appropriate Enforcement Operations System functionality, reason codes and processes to enable the full consideration of a Clamp and Removal Appeal and to distinguish it from an ordinary Appeal. The Enforcement Operations System functionality and processes shall reflect and mirror the requirements for ordinary Appeals.		
E5.14.14	R1	Mandatory
MIS		

<p>The Service Provider shall fully refund, from its own resources, all PCN payments and all relevant and associated Clamp and Removal fees where the Service Provider fails to respond to a Representation within fifty six (56) days of its receipt. The Service Provider shall clearly record such actions onto the Enforcement Operations System.</p>		
E5.14.15	R1	Mandatory
MIS		
<p>The Service Provider shall record onto the Enforcement Operations System the reasons for accepting or rejecting any Clamp and Removal Representation and the reasons for non-contesting any such Appeal and the Appeal decision made by the Adjudicator in relation to a Clamp and Removal Appeal.</p>		
E5.14.16	R1	Mandatory
MIS		
<p>If a Clamp and Removal Appeal is rejected, the Service Provider shall take no further action except to update the Enforcement Operations System as required, as the PCN and Release Fees have already been paid.</p>		
E5.14.17	R1	Mandatory
MIS		
<p>Where a Vehicle has been clamped and removed and any relevant PCNs are identified as non-contested, the Service Provider shall escalate it to TfL for authorisation prior to notification to the Adjudication Service using the escalations procedure agreed with TfL.</p>		
E5.14.18	R1	Mandatory
MIS		
<p>The Service Provider shall indicate the reasons for its decision not to contest the</p>		

Clamp and Removal case.		
E5.14.19	R1	Mandatory
MIS		
The Service Provider shall store the reasons for TfL's approval or disapproval of the non-contest decision on a Clamp and Removal case on the Enforcement Operations System. Reasons could include, but are not limited to 'at the discretion' of the Service Provider, the OSE Service Provider or TfL.		
E5.14.20	R1	Mandatory
MIS		
Where a Clamp and Removal Appeal is refused, the Service Provider shall update the Enforcement Operation System with the decision and ensure that the recovery of the Penalty Charge continues along the normal PCN processing timeline from the point as specified by the Adjudicator.		
E5.14.21	R1	Mandatory
MIS		
When the Adjudicator grants an Appeal, the Service Provider shall consider whether a review is appropriate. If not, the Service Provider shall comply with any directions made by the Adjudicator relating to the cancellation of the PCN, refunding of paid PCNs and/or any Clamp and Removal charges. If applicable, the Service Provider shall reissue the PCN.		
E5.14.22	R1	Mandatory
MIS		
Upon notification of an accepted Appeal, the Service Provider shall complete the activities detailed in: Table 4: Service Provider Activity Timescales within the required		

timescales.

Table 4: Service Provider Activity Timescales

<b>Service Provider Action</b>	<b>Timescale</b>
The Enforcement Operations System shall allow the PCN to be re-issued if new hirer/Registered Keeper/Person Liable details have been provided at the hearing.	Within twenty four (24) hours of the Adjudication decision.
Supply TfL with details of all such decisions.	Within twenty four (24) hours of the Adjudication decision.
Review such decisions and make appropriate recommendations.	Within three (3) Working Days of the Adjudication decision.
Highlight any decisions that should be contested.	Within three (3) Working Days of the Adjudication decision.
Highlight comments or actions suggested by the Adjudicator that fall outside of the Service Provider’s jurisdiction.	Within three (3) Working Days of the Adjudication decision.
Refund PCNs paid.	Within three (3) Working Days of the Adjudication decision.

E5.14.23	R1	Mandatory
MIS		

If a Clamp and Removal Appeal is accepted, the Service Provider shall issue a refund of all Release Fees paid. Depending on the grounds of the Appeal, the Penalty Charge amount may also be refunded.

E5.14.24	R1	Mandatory
MIS		

The Service Provider shall process and return all refunds to the Customer within five

(5) Working Days of receipt of the notice from the Adjudication Service.		
E5.14.25	R1	Mandatory
MIS		
Where an Appeal is lost on the grounds of an error by the Service Provider, then the Service Provider shall communicate details of each case to TfL and the refund costs incurred shall be borne by the Service Provider.		
E5.14.26	R1	Mandatory
MIS		
Where an Appeal is upheld on the grounds of a claimed Cloned Vehicle, the Service Provider shall record and maintain details of such Vehicles on the Hotlist and shall ensure that no further PCNs are issued to this VRM whilst it remains identified as a Cloned Vehicle and on the Hotlist.		
E5.14.27	R1	Mandatory
MIS		
The OSE Service Provider stores and indexes Condition Reports, which detail the condition of the Vehicle prior to Clamp and Removal action, digital Images of clamped or removed Vehicles and notes regarding the Enforcement Action taken. Where this evidence is required by the Service Provider to support a Representation or Appeal, the Service Provider shall request this information from the OSE Service Provider via email and shall be responsible for processing the Representation or Appeal correctly using this information.		
E5.14.28	R1	Mandatory
The Service Provider shall ensure that the relevant person who makes a Representation against a Clamp and Removal action as he/she was not the Registered		

Keeper/Person Liable at the time at which that Penalty Charge had been incurred provides sufficient evidence in accordance with appendix 24: Criteria for Dealing with Representations.		
E5.14.29	R1	Mandatory
The Service Provider shall keep a record of all claims of Clamp and Removal Representations (both “accepted” and “rejected”) and shall use this information when considering other Representations and Appeals for the same VRM and to identify cases of possible fraudulent use of the Scheme(s).		
E5.14.30	R1	Mandatory
The Service Provider shall consult with the OSE Service Provider and obtain any additional information that may be relevant to the case, for example, that a claim was made at the time of collection that the owner had recently purchased the Vehicle.		
E5.14.31	R1	Mandatory
Where a Representation against the Enforcement Action is accepted then the Service Provider shall reimburse all fees paid by the relevant person in accordance with appendix 33: Refund Policy and forward this with a letter explaining the reasons for the Enforcement Action. Such reasons may be, for example, that the previous owner had not submitted his/her part of the V5C document and therefore the Registered Keeper/Person Liable details supplied by DVLA to the Core IT System were incorrect.		
E5.14.32	R1	Mandatory
MIS		
In all cases where a Representation is accepted on the grounds that the relevant		



<p>person was not the Registered Keeper/Person Liable at the time at which the Penalty Charge had been incurred, the Service Provider shall reissue the PCNs to the previous named Registered Keeper/Person Liable and the Vehicle shall be removed from the Persistent Evader list.</p>		
<p><b>5.15 Representation &amp; Appeals Costs</b></p>		
E5.15.1	R1	Mandatory
MIS		
<p>The Service Provider shall, at its discretion but only with the agreement of TfL's PMAs, apply and pursue recovery for costs in cases where it reasonably considers the Appellant to have been unreasonable.</p>		
E5.15.2	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that any costs awarded against the Appellant shall be clearly identifiable and passed through to TfL.</p>		
E5.15.3	R1	Mandatory
MIS		
<p>The Service Provider shall provide a copy of all Appeals Data including the Appeal Pack to the PMAs (in either electronic or hard copy) on request.</p>		
E5.15.4	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that any costs awarded against TfL are clearly identifiable on the Enforcement Operations System and added when the outcome is recorded. The Service Provider shall normally meet any costs awarded against TfL but may make representations to TfL if it considers that any costs are unreasonable. The</p>		

decision of TfL's Representation and Appeals Manager shall be final in all cases.		
<b>5.16 Persistent Evaders &amp; the OSE Service Provider</b>		
E5.16.1	R1	Mandatory
MIS		
The Service Provider shall be responsible for generating, adding and removing Vehicles to and from a Persistent Evader list for each Contravention Type.		
E5.16.2	R1	Mandatory
The Service Provider shall store the Persistent Evader list within the Enforcement Operations System and shall make it available to the OSE Service Provider via the Clamp, Removal and Pound management module which shall be provided and maintained by the Service Provider.		
E5.16.3	R1	Mandatory
The Service Provider shall accurately send all Persistent Evader Data to the Core IT System.		
E5.16.4	R1	Mandatory
MIS		
The Service Provider shall provide the Persistent Evader list via the Clamp, Removal and Pound management module.		
E5.16.5	R1	Mandatory

<p>The Service Provider shall ensure that the Enforcement Operations System shall identify a Vehicle as a Persistent Evader when a Parameterised number (currently three (3) for the Congestion Charging Scheme) of Penalty Charges become outstanding at a Parameterised event (currently Charge Certificate stage) where there are no outstanding Representations or correspondence and no payment has been made. The Service Provider shall update such Parameters within twenty four (24) hours' notice following written authorisation by TfL without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.</p>		
E5.16.6	R1	FYI
<p>Each Contravention Type may have a unique Parameter that defines its Contravention as a Persistent Evader. For example, a Congestion Charging Scheme Persistent Evader may be a Vehicle with three (3) or more Penalty Charges outstanding whereas, a LEZ Scheme Persistent Evader may be a Vehicle with one (1) Penalty Charge outstanding.</p>		
E5.16.7	R1	Mandatory
<p>The Enforcement Operations System shall have the functionality to ensure that Persistent Evaders are processed accordingly where each Contravention Type may have a unique Parameter that defines its Contravention as a Persistent Evader.</p>		
E5.16.9	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that each Persistent Evader list for each Contravention is updated each Working Day in order to support the OSE Service</p>		

Provider activities.		
E5.16.10	R1	Mandatory
Immediately prior to the Vehicle becoming a Persistent Evader, the Service Provider shall re-check the Registered Keeper/Person Liable details to ensure that the Registered Keeper/Person Liable details have not changed or become available since the last check was made.		
E5.16.11	R1	Mandatory
MIS		
The Service Provider shall maintain a log of when the DVLA check was made either directly by the Service Provider as part of the Enforcement Operations or indirectly via the Core IT System prior to the Vehicle becoming a Persistent Evader.		
E5.16.12	R1	Mandatory
MIS		
<p>The Service Provider shall perform a sample check for each Persistent Evader list of new VRMs identified as Persistent Evaders by checking with the Core IT System on issues including, but not limited to:</p> <ul style="list-style-type: none"> <li>• potentially incorrectly registered Discounts;</li> <li>• inappropriate processing of Representations;</li> <li>• outstanding Customer Complaints;</li> <li>• CVVC; and</li> <li>• potential single digit VRM errors.</li> </ul> <p>In the event that the Registered Keeper/Person Liable information has changed or the Service Provider identifies an issue that may affect the Persistent Evader status, the Service Provider shall place such cases in a “hold queue” which will ensure that the</p>		

Data is not included in the relevant Persistent Evader list. The Service Provider shall escalate all such cases to the TfL PMAs for review and direction.		
E5.16.13	R1	Mandatory
The Service Provider shall ensure that the Persistent Evader list is kept accurate and up to date. This shall include, but not be limited to, regular checks of all VRMs on the Persistent Evader list and removal of those Persistent Evaders for whom the appropriate payment has been received using the appropriate query and search functionality.		
E5.16.14	R1	Mandatory
MIS		
Where the Registered Keeper/Person Liable for the Vehicle has changed (and is therefore different to the name of the person to whom the original PCNs were issued), the Service Provider shall not pass the VRM to the OSE Service Provider as the new Registered Keeper/Person Liable is not liable for PCNs incurred by the previous Registered Keeper/Person Liable.		
E5.16.15	R1	Mandatory
MIS		
The daily Persistent Evader lists made available to the OSE Service Provider by the Service Provider via the Clamp, Removal and Pound management module shall include: <ul style="list-style-type: none"> <li>• VRM;</li> <li>• make of the Vehicle;</li> <li>• model of the Vehicle;</li> <li>• primary colour of the Vehicle;</li> </ul>		

<ul style="list-style-type: none"> <li>• a count of the total number of PCNs outstanding for each VRM;</li> <li>• status of the Vehicle (Registered Keeper/Person Liable known/not known, Ringed/Cloned/Tampered); and</li> <li>• date of becoming a Persistent Evader for that Contravention.</li> </ul>		
E5.16.16	R1	Mandatory
<p>The Service Provider shall interface with the OSE Service Provider by telephone or fax in the case of an outage of the electronic Interface or the Clamp, Removal and Pound management module between the Service Provider and the OSE Service Provider.</p>		
E5.16.17	R1	Mandatory
<p>Where the Clamp, Removal and Pound management module via which the OSE Service Provider accesses the Persistent Evader lists is unavailable, the Service Provider shall courier the Persistent Evader lists to the OSE Service Provider in a format to be agreed by TfL and the OSE Service Provider.</p>		
E5.16.18	R1	Mandatory
<p>The Service Provider shall add PEU Vehicles which become Persistent Evaders to the Persistent Evader list in accordance with requirements E5.16.5 - E5.16.17. It must be possible for the OSE Service Provider to identify between PEU and PER Vehicles as the OSE Service Provider will need to follow a different course of action depending on which type of Persistent Evader Vehicle is on the PE list.</p>		
E5.16.19	R1	Mandatory

If found on street, the OSE Service Provider is permitted to clamp the Vehicle if found parked on the public highway in Greater London. However, for PEU Vehicles which are clamped in the first instance there is no charge for the clamp action and the Clamp, Removal and Pound management module provided by the Service Provider shall provide the required level of functionality to distinguish between a normal clamping action where a fee will be applied and a PEU clamping action where a fee will not be applied when the Vehicle is clamped in the first instance.

E5.16.20

R1

Mandatory

The OSE Service Provider will release clamped PEU Vehicles from the clamp on production to the OSE agent with verifiable evidence of the registered keeper of the PEU Vehicle. The Clamp, Removal and Pound management module provided by the Service Provider shall provide the required level of functionality to enable the OSE Service Provider to enter the verified name and address of the Registered Keeper/Person Liable of the Vehicle (for PEU status Vehicles only) onto the Enforcement Operations System. Once updated the Enforcement Operations System shall automatically re-issue all relevant PCNs to the name and address as provided by the OSE Service Provider.

E5.16.21

R1

Mandatory

If the driver of a PEU Vehicle at the time of the clamping action is unable to provide the Registered Keeper/Person Liable details of the Vehicle but is able to provide details of his own name and address only and is prepared to pay a bond, then the OSE Service Provider is required to release the Vehicle to the driver. The Clamp, Removal and Pound management module provided by the Service Provider shall provide the ability to charge and record payment of a Parameterised bond amount (unknown at this stage but expected to be approximately two hundred fifty pounds (£250)) for PEU status Vehicles.

E5.16.22	R1	Mandatory
<p>The Clamp, Removal and Pound management module shall have the required functionality for differing bond amounts depending on the Contraventions which make up the Persistent Evader status. For example, if the Vehicle is a Persistent Evader of Congestion Charging then the bond amount is likely to be in the region of two hundred fifty pounds (£250). If the Vehicle is a Persistent Evader of the Low Emission Zone the bond amount is likely to be higher. If the Vehicle is a Persistent Evader of both Schemes or another Scheme as yet to be introduced, then the bond amount required shall default to the higher rate applicable to that Contravention. The bond amount shall be Parameterised and changeable outside of the Change Control Request Procedure. No change to the bond amount can be made without formal written approval of TfL.</p>		
E5.16.23	R1	Mandatory
<p>On payment of the relevant bond amount the In Vehicle Clamping and Removal System shall possess functionality to print a certificate to be issued to the driver of the Vehicle. This certificate shall state:</p> <ul style="list-style-type: none"> <li>• that it is issued in accordance with Part 5, Section 13 of the London Local Authorities and Transport for London Bill 2005;</li> <li>• the date of issue (this should default to the date of payment of the bond);</li> <li>• the VRM of the PEU Vehicle;</li> <li>• the expiry date of the certificate. This shall be a Parameterised field which can be amended without recourse to the formal Change Control Request Procedure (the current date being twenty one (21) days from the date of issue);</li> <li>• a summary of the effect of the certificate to be provided by TfL which will advise the driver that the Vehicle will not be subject to further clamping or removal action as a Persistent Evader by any authority for a period of twenty one (21) days from issue;</li> </ul>		



<p>and</p> <ul style="list-style-type: none"> <li>• contact details for the Authority which is expected to be the OSE Service Provider.</li> </ul> <p>The Enforcement Operations System shall have the functionality for the bond certificate to be Parameterised and have an independent, Parameterised grace period. It must be possible to change both these periods independently of each other and without recourse to the formal Change Control Request Procedure. No change to the periods can be made without formal written approval of TfL.</p>		
E5.16.24	R1	Mandatory
<p>On payment of the bond amount, the In Vehicle Clamping and Removal System shall provide the optional functionality to reprint all outstanding PCNs in relation to the PEU Vehicle. The PCN(s) to be issued are likely to be in a summary format (e.g. the PCN will be similar to a standard PCN but the details of each Contravention, which makes up the Persistent Evader status, may be printed in a summary/table format). If the PEU Vehicle is a Persistent Evader of more than one Scheme then the In Vehicle Clamping and Removal System shall provide the functionality to print a different summary PCN for the different Contraventions. Images of Contraventions as per a standard single PCN will not be required. For the avoidance of doubt, if the "print PCN" functionality is used by the OSE Service Provider then all PCNs shall revert to the start of the original PCN issue process, as detailed elsewhere in this Statement of Requirements.</p>		
E5.16.25	R1	Mandatory
<p>The Service Provider shall ensure that payment for the bond is available via the Clamp, Removal and Pound management module and, if possible, via the In Vehicle Clamping and Removal System so that the OSE Service Provider may process bond payments "on street". It is expected that all payment channels for the payment of the bond will be operated by the OSE Service Provider using the Enforcement Operations System/Clamp, Removal and Pound management module as the driver is required to</p>		

provide some form of evidence to obtain the right to pay the bond amount (verifiable evidence of his/her name and address).		
E5.16.26	R1	Mandatory
<p>On payment of the bond the Enforcement Operations System/Clamp, Removal and Pound management module shall place all PCNs associated with the PEU action on suspension immediately for a period of twenty one (21) days beginning with the date on which the certificate was issued. For the avoidance of doubt, if a PEU Vehicle was clamped on day one (1) and did not pay the bond until day three (3) and the certificate was not issued until day three (3), the twenty one (21) days would begin from day three (3) when the certificate was issued.</p>		
E5.16.27	R1	Mandatory
<p>The Enforcement Operations System/Clamp, Removal and Pound management module shall allow payment of all outstanding PCNs that make up the Enforcement Action during the bond certificate period (twenty one (21) days). The amount of the bond shall be deducted from the total amount owed by the PEU if the remaining balance is paid within twenty one (21) days of the date of issue of the certificate. In accordance with other requirements in this section, the Service Provider shall process payments for the outstanding balance if an attempt is made to do so via the Contact Centre or Web portal.</p>		
E5.16.28	R1	Mandatory
<p>If the PEU driver provides the Registered Keeper/Person Liable details of the Vehicle within twenty one (21) days then the bond will become refundable. It is expected that the OSE Service Provider will process all such refunds, however these will be recorded on the Enforcement Operations System/Clamp, Removal and Pound management</p>		

module.		
E5.16.29	R1	Mandatory
<p>Despite the fact that all notices associated with the PEU/PER clamping or removal action will refer the driver to the OSE Service Provider, as with payments of outstanding PE PCNs (E8.1.31 – 32) it is possible that the driver will contact the Service Provider's Contact Centre or write to the Service Provider. With the exception of payments of all outstanding amounts relating to the PEU or PER the Service Provider shall either deal with the interaction following the standard, non Representation, Appeals or statutory process or refer the matter to the OSE Service Provider following guidelines to be provided by TfL. For the avoidance of doubt, owners of PEU Vehicles have no right of Representation at the initial stage of Enforcement, they can only pay all outstanding amounts, provide name and address of Registered Keeper/Person Liable, pay a bond and provide the name and address of themselves.</p>		
E5.16.30	R1	Mandatory
<p>On provision of the Registered Keeper/Person Liable details to the OSE Service Provider, the Service Provider shall update the Enforcement Operations System/Clamp, Removal and Pound management module with the information and this will be applied to all relevant PCNs that make up the Persistent Evader status. The Enforcement Operations System shall, at this point, re-issue all PCNs to the new Registered Keeper/Person Liable and the timeline for each re-issued PCN shall revert back to the beginning and the Registered Keeper/Person Liable will have the opportunity to make Representations, pay at the discounted rate etc.</p>		
E5.16.31	R1	Mandatory
<p>If the PEU driver fails to act within twenty one (21) days then the bond amount is</p>		

retained and will not be refunded or offset against any future clamping or removal activity. The PEU Vehicle shall, from this point, be treated as a PER following the process detailed in this Statement of Requirements.		
E5.16.32	R1	Mandatory
<p>It is anticipated that the Enforcement Operations System and the Clamp, Removal and Pound management module shall require some or all of the following additional status:</p> <ul style="list-style-type: none"> <li>• PEU created;</li> <li>• PEU added (to the PE list);</li> <li>• PEU authorised for clamping;</li> <li>• PEU clamped;</li> <li>• PEU keeper provided;</li> <li>• PEU PCNs reissued;</li> <li>• PEU bond paid;</li> <li>• PEU driver details provided;</li> <li>• PEU bond certificate issued;</li> <li>• PEU bond certificate expired;</li> <li>• PEU bond refunded;</li> <li>• PEU removed (no action to clamp);</li> <li>• PEU impounded;</li> <li>• PEU released; or</li> <li>• PEU disposed.</li> </ul>		
E5.16.33	R1	Mandatory

<p>PEU Vehicles which have been clamped and for which no interaction has occurred for X hours/days (Parameterised) shall be subject to removal by the OSE Service Provider and as such the Clamp, Removal and Pound management module shall flag any PEU Vehicle for which no contact has been recorded beyond this point for removal action by the OSE Service Provider.</p>		
E5.16.34	R1	Mandatory
<p>PEU Vehicles which were clamped and then released following payment of the bond shall be added directly to the PE list as a PER type PE on expiry of the bond certificate if the Registered Keeper/Person Liable details have not been provided or the outstanding Penalty Charges that led to the PE action remain outstanding.</p>		
E5.16.35	R1	Mandatory
<p>In accordance with requirement E5.16.14, once any PER Vehicle has reached the point at which it effectively becomes a Persistent Evader the Service Provider shall check that the Registered Keeper/Person Liable remain the same. At this point the Service Provider shall also check whether the VRM has a previous bond payment against it. If a previous bond payment has been made and the Registered Keeper/Person Liable is the same as the Registered Keeper/Person Liable at the time the bond was paid then the Vehicle can be added directly to the PE list without the issue of the Pre Enforcement Notification Letter as detailed in the requirements below.</p>		
E5.16.36	R1	Mandatory
<p>Prior to adding a PER type PE to the PE list, the Service Provider shall generate and send by first class post a standard Pre Enforcement Notification Letter to the name and address of the Registered Keeper/Person Liable of the Vehicle as provided by the</p>		

DVLA and as per the individual PCNs issued which led to their status as a Persistent Evader.		
E5.16.37	R1	Mandatory
<p>The Pre Enforcement Notification Letter shall, as a minimum:</p> <ul style="list-style-type: none"> <li>• summarise that the Vehicle has become a Persistent Evader of the relevant Scheme;</li> <li>• summarise the details of all outstanding PCNs, identifying which PCNs are at Persistent Evader status;</li> <li>• require either: <ul style="list-style-type: none"> <li>1) payment of all PE status PCNs; or</li> <li>2) payment of a bond;</li> </ul> </li> <li>• offer the right to make a Representation within twenty eight (28) days if the Registered Keeper/Person Liable pays the bond or all outstanding charges; and</li> <li>• specify the timeline (seven (7) statutory days) by which time the Registered Keeper/Person Liable has to pay the outstanding charges or bond and the implications if no action is taken.</li> </ul>		
E5.16.38	R1	Mandatory
<p>The Parameters required for the issue of the Pre Enforcement Notification Letter are seven (7) statutory days (to be printed on the Pre Enforcement Notification Letter) plus X (Parameterised) days service period. Both or either periods shall be Parameterised and it must be possible to change both or either of these periods without recourse to the formal Change Control Request Procedure. No change to the periods can be made without formal written approval of TfL.</p>		
E5.16.39	R1	Mandatory

<p>The Service Provider shall ensure that all PCNs relating the Persistent Evader status shall be automatically placed on suspension for an initial period of the total of the statutory period plus service period days.</p>		
E5.16.40	R1	Mandatory
<p>If no payment of the outstanding PE PCNs or the bond is made within the statutory plus service period days then the Vehicle shall be added to the Persistent Evader list by the Service Provider and enforced by the OSE Service Provider as a standard Persistent Evader, although it is important the OSE Service Provider is made aware through the Clamp, Removal and Pound management module that the Vehicle is a PER rather than PEU type PE.</p>		
E5.16.41	R1	Mandatory
<p>All bond payment for PEU Vehicles shall be directed to the Service Provider as these are likely to be either accompanied with a formal Representation or a formal Representation will be submitted within the specified timeframe. All bond payments will be required by cheque or credit card submitted on a pre populated form provided with the Pre Enforcement Notification Letter.</p>		
E5.16.42	R1	Mandatory
<p>If a bond is paid in response to the Pre Enforcement Notification Letter then the Service Provider shall issue a certificate by first class post as detailed in Requirement E5.16.23 above for PEU Enforcement but this must also highlight again the additional right of Representation.</p>		

A certificate issued in response to a Pre Enforcement Notification Letter has a different timeline to the certificate issued to PEU Vehicles.

The timeline for PER Certificates is fourteen (14) days (grace period) + twenty eight (28) days (Representation period) + the Pre Notification service period (this being the date the Registered Keeper/Person Liable would have received notification that he/she was due to become a Persistent Evader).

All such periods shall be Parameterised fields which can be amended without recourse to the formal Change Control Request Procedure.

E5.16.43	R1	Mandatory

If the Registered Keeper/Person Liable pays the bond and makes a Representation then the Representation shall be dealt with in the normal manner. All bond payments will be requested to be made via cheque or credit card and the Service Provider shall not bank any bond payment until the Representation has been fully considered in line with the TfL business rules. If rejected then the bond payment can be banked. If the Representation is accepted then the Service Provider shall not process the payment and shall notify the Registered Keeper/Person Liable in the Notice of Acceptance. Depending on the outcome of the Representation the Service Provider may be required to:

- issue a Notice of Acceptance;
- issue a Notice of Rejection;
- issue both a Notice of Acceptance or Rejection in relation to different PCNs;
- cancel PCNs; or
- reissue PCNs.

E5.16.44	R1	Mandatory
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<p>If the Registered Keeper/Person Liable pays all outstanding charges and makes a Representation, this Representation shall be dealt with in the normal manner as detailed in this Statement of Requirements.</p>		
E5.16.45	R1	Mandatory
<p>Any rejected Representations shall require notification of the right to Appeal in the same manner as normal rejected Representations.</p>		
E5.16.46	R1	Mandatory
<p>The Clamp, Removal and Pound management module shall provide the functionality to process bond payments and issue certificates from the Vehicle Pound in line with the above requirements. This will enable motorists who claim, and are able to prove that the PCNs or earlier Pre Enforcement Notification Letter have not been received, to pay the bond rather than the full amount outstanding, and make a formal Representation.</p>		
<p><b>5.17 Legal Claims</b></p>		
E5.17.1	R1	Mandatory
MIS		
<p>The Service Provider shall be responsible for identifying and recording all legal claims made against TfL. For the avoidance of doubt a legal claim is considered to be any notification of formal legal action issued by a court. The Service Provider shall escalate such claims to TfL within three (3) hours of receipt and suspend any relevant PCNs and associated Enforcement Action (including any Bailiff action).</p>		
E5.17.2	R1	Mandatory

MIS		
The Service Provider shall record an event on the Enforcement Operations System against the relevant PCNs to show that a legal claim has been made.		
E5.17.3	R1	Mandatory
MIS		
<p>The Service Provider shall act upon any instruction given by TfL with regards to a legal claim. This shall include, but not be limited to, gathering required evidence to defend the case, such as:</p> <ul style="list-style-type: none"> <li>• copies of the notices sent;</li> <li>• correspondence received and responses sent;</li> <li>• copies of financial transactions; and</li> <li>• call recordings etc.</li> </ul> <p>If required, the Service Provider shall draft a suitable response (to be approved by TfL) to be sent to the claimant.</p>		
E5.17.4	R1	Mandatory
If required, the Service Provider shall provide witness statements and/or relevant people to attend any court hearing to give evidence in regards to a legal claim.		
E5.17.5	R1	Mandatory
MIS		
The Service Provider shall settle any financial award or judgement made against TfL from the Service Provider's funds within forty eight (48) hours of notification of the sum to be paid.		

E5.17.6	R1	Mandatory
<p>The Service Provider shall normally meet any costs awarded against TfL or agreed settlement where the Service Provider has not complied with the requirements of this Agreement and its actions or omissions have led to the initial claim or the settlement of it.</p>		
E5.17.7	R1	Mandatory
MIS		
<p>The Service Provider shall update the Enforcement Operations System with the outcome of any legal claim to show if settlement was agreed, if the case proceeded to court and if so, the final judgement and costs awarded.</p>		
E5.17.8	R1	Mandatory
MIS		
<p>The Service Provider shall flag any costs involved with a legal claim on the Enforcement Operations System. If required by TfL, the Service Provider shall cancel or write-off the relevant PCNs as appropriate.</p>		
E5.17.9	R1	Mandatory
<p>Copies of any correspondence received directly by TfL and sent directly by TfL shall be provided to the Service Provider. On receipt, the Service Provider shall scan and associate this Data with the relevant PCNs.</p>		
<p><b>5.18 Escalation Management</b></p>		
E5.18.1	R1	Mandatory

MIS		
The Service Provider shall operate a Workflow System for escalating relevant cases to TfL for consideration.		
E5.18.2	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System allows for an auditable tracking System that shows:</p> <ul style="list-style-type: none"> <li>• at what stage cases are at (any given time);</li> <li>• how long the cases have been escalated for;</li> <li>• type of escalation;</li> <li>• reason for escalation; and</li> <li>• who is responsible and has been responsible for them.</li> </ul>		
E5.18.3	R1	Mandatory
MIS		
The Service Provider shall ensure that its Workflow System allows full visibility of the advice given and reporting tools to allow for monitoring of all escalations.		
E5.18.4	R1	Mandatory
MIS		
The Service Provider shall ensure that all escalations are sent through the Enforcement Operations System directly to TfL and items shall be assigned to a named TfL Workflow group.		
E5.18.5	R1	Mandatory
MIS		

The Service Provider shall ensure that the Enforcement Operations System shall include, but shall not be limited to the following TfL Workflow groups:

- Representation;
- Appeal;
- Clamp and Removal Representation;
- Clamp and Removal Appeal;
- Statutory Declaration;
- Out of Time Statutory Declaration/N244 Applications;
- legal claim;
- Complaint;
- Bailiff Enquiry;
- Confidence Check query;
- PCN payment query;
- FOI request; and
- EIR request

These Workflow groups shall be amended and changed within twenty four (24) hours' notice following written authorisation from TfL without recourse to schedule 9: Change Control Request Procedure and at no addition cost to TfL.

E5.18.6	R1	Mandatory
MIS		

The Service Provider shall ensure that the Enforcement Operations System ensures that each record shows:

- the date escalated;
- the date a response is required by (response times to be specified by TfL, for example in Appeals cases this will be the evidence due date);

- relevant PCN(s) number;
- VRM;
- a sub-category (full list to be provided by TfL) such as diversion, PCO etc.;
- name of person escalating;
- confirmation that case has been approved by team leader/supervisor as suitable for escalation;
- reason for escalation (unlimited text field); and
- what is required from TfL (e.g. advice, cancellation decision, further information etc).

All of the above fields shall be Parameterised Data fields. These can be amended and changed within twenty four (24) hours' notice following written authorisation from TfL without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.

E5.18.7	R1	Mandatory
MIS		

The Service Provider shall allow TfL to return the required advice/evidence to the Service Provider via the Workflow System, which will include:

- name of TfL staff member providing the guidance;
- date and time stamp of return;
- category of response (list to be determined by TfL); and
- full details of response in an unlimited text field that can be checked for spelling and grammar, formatted to include bold text, bullet points and other standard word processing functions.

All of the above fields shall be Parameterised Data fields. These can be amended and changed within twenty four (24) hours' notice following written authorisation from TfL

<p>without recourse to schedule 9: Change Control Request Procedure, and at no additional cost to TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.</p>		
E5.18.8	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System shall have the ability to insert and upload documents to the response including but not limited to PDF files, photographs, schematics, process maps, Visio diagrams etc.</p>		
E5.18.9	R1	Mandatory
<p>Each escalation event and details shall be stored by the Service Provider against the relevant PCNs or Customer Record on the Enforcement Operations Systems and the Service Provider shall ensure that the Enforcement Operations System allows the ability to view the escalations, the response from TfL and any other associated documents.</p>		
E5.18.10	R1	Mandatory
<p>The Service Provider shall ensure that all escalations Data shall be capable of being stored and reported on to enable trend analysis and Personnel (both TfL and Service Provider's) management reporting and monitoring.</p>		

<b>6 PCN PAYMENT AND ENQUIRY</b>		
<b>Introduction</b>		
<p>The Customer services aspect of PCN processing services shall operate via a PCN Payment and Enquiry Service. Processing of all Enforcement related queries, payments and communications will be carried out through the following channels:</p> <ul style="list-style-type: none"> <li>• telephone (IVR and CSR);</li> <li>• internet (Web and email); and</li> <li>• postal processing (post, facsimile and courier).</li> </ul>		
<b>6.1 General</b>		
E6.1.1	R1	Mandatory
<p>The Service Provider shall provide dedicated teams responsible for the resolution of Enforcement related queries for identified stakeholder groupings such as Fleet Vehicles, Residents, Blue Badge Holders, Hire and Lease company Enquiries and the Public Carriage Office.</p>		
E6.1.2	R1	Mandatory
<p>The Service Provider shall provide as a minimum the following channels of communication:</p> <ul style="list-style-type: none"> <li>• telephone (IVR and Customer Service Representative);</li> <li>• internet (Web and email); and</li> <li>• postal processing (post, facsimile and courier).</li> </ul>		
E6.1.3	R1	Mandatory



MIS		
The Service Provider shall accept PCN payments via all channels and ensure that all payments are processed within the timescales defined in schedule 5: Service Level Agreement.		
E6.1.4	R1	Mandatory
The Service Provider shall adhere to the guidelines specified by TfL from time to time on all correspondence.		
E6.1.5	R1	Mandatory
MIS		
The Service Provider shall log, escalate and resolve all Complaints in accordance with schedule 5: Service Level Agreement.		
E6.1.6	R1	Mandatory
The Service Provider shall ensure that the prime language for the Schemes and Services is UK English and its Personnel are educated to the standard of at least GCSE grade C in English language.		
E6.1.7	R1	Mandatory
The Service Provider shall provide a foreign language service employed and managed by the Service Provider for the translation of telephone calls and correspondence made in the secondary languages. Such a service shall be available at all times when the PCN Payment and Enquiry Service is in operation.		

E6.1.8	R1	Mandatory
<p>The secondary languages specified above are:</p> <ul style="list-style-type: none"> <li>• English;</li> <li>• those specified in GLA regulations; and</li> <li>• common visitor languages (e.g. main EU languages).</li> </ul>		
E6.1.9	R1	Mandatory
<p>If required by TfL, the Service Provider shall accommodate additional languages as directed by TfL. The implementation of the provision of such additional languages shall be agreed in accordance with schedule 9: Change Control Request Procedure.</p>		
E6.1.10	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that all transactions and communications for each Contravention are traceable throughout the PCN processing timeline and beyond on a unique and individual basis.</p>		
E6.1.11	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System identifies the channel by which each transaction or communication was received and made. This requirement is also applicable to any additional PCN payment and Enquiries channels that may be added in the future.</p>		
E6.1.12	R1	Mandatory

MIS		
<p>The Service Provider shall use the Workflow System for passing any tasks to another team member or function within the Service Provider's operations. This requirement is applicable to all tasks within PCN processing services.</p>		
E6.1.13	R1	Mandatory
<p>The Service Provider shall advise and gain agreement from TfL before contacting Customers on matters not directly related to the Enforcement of the Schemes or other Services for which the Service Provider is responsible, even if such matters appear related, for example road safety and travel awareness campaigns.</p>		
E6.1.14	R1	Mandatory
<p>The Service Provider shall devise a detailed set of Enforcement Operations Frequently Asked Questions that shall be approved by TfL. The Enforcement Operations FAQs will become an integral part of the training provided by the Service Provider to its Contact Centre Personnel.</p>		
E6.1.15	R1	Mandatory
<p>The Enforcement Operations FAQs devised by the Service Provider shall cover (in detail) all relevant steps of the Enforcement process and the most common questions likely to be asked by those in receipt of PCNs or engaged in the Enforcement process in any way including, but not limited to:</p> <ul style="list-style-type: none"> <li>• the reasons for PCN issue under each relevant Enforcement regime;</li> <li>• the Representations and Appeals process; and</li> <li>• the Statutory Declaration and Debt Recovery processes.</li> </ul>		

E6.1.16	R1	Mandatory
<p>The Enforcement Operations FAQs shall contain common responses to more generic questions relating to each of the relevant road user Scheme(s) and any other Enforcement processes for which the Service Provider is responsible.</p>		
E6.1.17	R1	Mandatory
MIS		
<p>The Service Provider shall devise and implement an Enforcement Operations FAQ database which shall ensure the Enforcement Operations FAQs are presented in a structured format and will allow the Service Provider's Personnel or the Customer (via the Services Website) to search for responses to questions by keywords.</p>		
E6.1.18	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the FAQ database automatically updates and reconfigures itself to ensure that the most commonly asked questions are presented to CSRs and Customers in the form of a list of no less than ten (10) of the most commonly asked questions.</p>		
E6.1.19	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations FAQ database accessed by Customers via the Services Website asks Customers to rate the answers provided in terms of usefulness. The Service Provider shall use such ratings to present Customers asking the same or similar questions in the future with the same response ahead of other possible responses.</p>		

E6.1.20	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations FAQ database accessed by Customers via the Web pages links to an Enquiry screen, which will allow the Customer to ask a question via an email format submission, which the Service Provider shall process in the normal manner for Customer queries submitted by the Services Website.</p>		
E6.1.21	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations FAQ database is an integral part of the Enforcement Operations System provided and maintained by the Service Provider.</p>		
E6.1.22	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations FAQ database functionality is easily accessible to all Personnel employed by the Service Provider and to TfL Personnel through the TfL Interface and is developed from the current set of Enforcement related FAQs.</p>		
E6.1.23	R1	Mandatory
MIS		
<p>The Service Provider shall include additional FAQs and ensure that existing FAQs are updated within twenty four (24) hours' notice from TfL without recourse to schedule 9: Change Control Request Procedure.</p>		
E6.1.24	R1	Mandatory

<p>The Service Provider shall process all written Enquiries, including electronic Enquiries in accordance with appendix 29: Written PCN Enquiries and shall carry out the appropriate investigation into the Enquiry and send the appropriate response.</p>		
E6.1.25	R1	Mandatory
<p>The Service Provider shall implement any change(s) required to processes and procedures resulting from updates made by TfL to appendix 29: Written PCN Enquiries within twenty four (24) hours' notice from TfL without recourse to the formal Change Control Request Procedure.</p>		
E6.1.26	R1	Mandatory
MIS		
<p>The Service Provider shall record each Enquiry against the relevant PCN and suspend the progression of the PCN until a response has been sent to the Enquiry.</p>		
E6.1.27	R1	Mandatory
MIS		
<p>The Service Provider shall record the outcome of any investigation into the Enquiry onto the Enforcement Operations System. These shall be Parameterised events that can be amended and changed with twenty four (24) hours' notice following written authorisation from TfL without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.</p>		
E6.1.28	R1	Mandatory
MIS		

The Service Provider shall ensure that any Enquiry which results in either the writing-off of a PCN balance or the cancellation of a PCN shall be dealt with in accordance with appendix 29: Written PCN Enquires.		
E6.1.29	R1	Mandatory
MIS		
The Service Provider shall record the reason for any write-off or cancellation of PCNs onto the Enforcement Operations System. Reasons shall be agreed with TfL and shall be Parameterised and flexible and may be amended and changed within twenty four (24) hours' notice following written authorisation from TfL without recourse to schedule 9: Change Control Request Procedure and at no additional cost to TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.		
E6.1.30	R1	Mandatory
The Service Provider shall associate any evidence relevant to the reason(s) for cancellation and if necessary scan onto the PCN record.		
E6.1.31	R1	Mandatory
MIS		
The Service Provider shall ensure that only authorised Personnel may write-off or cancel a PCN.		
E6.1.32	R1	Mandatory
MIS		
The Service Provider shall have necessary audit controls in place to ensure that PCNs shall not be written-off or cancelled outside of the agreed processes.		

E6.1.33	R1	Mandatory
MIS		
<p>TfL may, on occasion, instruct the Service Provider to suspend the progress, cancel or write-off PCNs. In this event the Service Provider shall associate and scan onto the relevant PCN all instructions or details relevant to the case (e.g. cancellation approval form).</p>		
E6.1.34	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that all requests for suspension are completed on the day of receipt to prevent unnecessary escalation of the PCN and instruction to write-off or cancel a PCN are completed within forty eight (48) hours of notification.</p>		
E6.1.35	R1	Mandatory
MIS		
<p>The Service Provider shall not (under any circumstances) cancel or write off any PCN on the instructions of any non-Authorised TfL Personnel and shall notify the Head of Enforcement immediately should any such request be made. The Service Provider shall determine whether the relevant member of TfL Personnel was so authorised by reference to a list of approved TfL Personnel and signatures of those authorised to issue cancellations and write-off instructions provided by TfL.</p>		
E6.1.36	R1	FYI
<p>TfL provides the Service Provider with copies of all incoming mail it receives directly and where TfL has directly responded to these cases, copies of the response(s).</p>		
E6.1.37	R1	Mandatory



MIS		
The Service Provider shall ensure that documents provided by TfL are associated and scanned to the relevant PCNs within seventy two (72) hours of receipt.		
E6.1.38	R1	Mandatory
MIS		
The Service Provider shall record an event against the PCN history to show that TfL has received and responded directly to an item of correspondence.		
E6.1.39	R1	Mandatory
The Service Provider shall provide any additional Enforcement Operations reference information, leaflets and Data in relation to the Scheme(s) to the Contact Centre or Enforcement Operations Personnel and shall ensure that the information is accurate and up to date.		
E6.1.40	R1	Mandatory
The Service Provider shall ensure, through training and effective communication that all of its Personnel are familiar with the most recent version of the Enforcement Operations FAQs on all aspects of the Scheme(s) or other Enforcement Processes for which the Service Provider is responsible.		
E6.1.41	R1	Mandatory
The Service Provider shall ensure that there are effective mechanisms for updating the Enforcement Operations FAQ database to enable the instant addition or removal of FAQs and accommodate exceptional events such as a major Security Incident that		

results in the suspension of the Scheme(s).		
E6.1.42	R1	Mandatory
The Service Provider shall escalate any questions raised by Customers which the Service Provider is unable to answer to TfL's PMAs in accordance with the escalation procedure to be agreed with TfL.		
E6.1.43	R1	Mandatory
On receipt of responses from TfL's PMAs to the questions not on the Enforcement Operations FAQ database. The Service Provider shall, where instructed, ensure that the Enforcement Operations FAQ database is immediately updated with the new question and TfL's PMA's approved response.		
E6.1.44	R1	Mandatory
The Service Provider shall notify relevant Other Service Providers in the event that the Service Provider identifies any error or omission by those Other Service Providers that has resulted in a Complaint, Enquiry or Representation to the Service Provider.		
E6.1.45	R1	Mandatory
MIS		
The Service Provider shall keep an electronic log of all such instances where they have notified any relevant Other Service Providers of an issue identified during the operation of the Services and shall share such a log directly with TfL's Enforcement Operations management team and the Project Review Meeting.		
E6.1.46	R1	Mandatory

MIS		
<p>The Service Provider shall ensure that the electronic log contains all relevant information including the affected Customer(s), the nature of the referral to the relevant Service Provider, the name of the relevant Service Provider, the outcome of any Representation or Appeal, Enquiry or Complaint and the action taken by the Service Provider.</p>		
E6.1.47	R1	Mandatory
MIS		
<p>The Service Provider shall update the electronic log daily and make it available to TfL through the TfL Interface.</p>		
E6.1.48	R1	Mandatory
MIS		
<p>The Service Provider shall record onto its Enforcement Operations System every PCN payment or Enquiry contact against the correct PCN record or records if the query relates to more than one (1) PCN.</p>		
E6.1.49	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System generates a unique Customer Record for any communication made by a Customer who is unregistered within the Enforcement Operations System through the issue of an appropriate PCN. The minimum level of information required in such records shall be a query reference number and the nature of the query.</p>		
E6.1.50	R1	Mandatory
MIS		

The Service Provider shall link and reference contact query reference numbers with any future queries or Penalty Charges that may arise.		
E6.1.51	R1	Mandatory
The Service Provider shall always quote the contact query reference number back to the Customer.		
E6.1.52	R1	Mandatory
The Service Provider shall ensure that the communication is traceable by the query reference number if quoted by the Customer at any time in the future.		
E6.1.53	R1	Mandatory
<p>Where unique and non-PCN related queries are recorded, the Service Provider shall provide the following facilities:</p> <ul style="list-style-type: none"> <li>mechanisms to prevent the creation of multiple different versions of Customer Records;</li> <li>authorised Operatives to create custom (i.e. freeform) correspondence for Customers, which shall be agreed with TfL; and</li> <li>post information to Customers, including information about the Scheme(s) or other Enforcement processes that the Service Provider is responsible for.</li> </ul>		
E6.1.54	R1	Mandatory
The Service Provider shall devise and operate a process for identifying, resolving and closing duplicate records of Customer contacts to be agreed with TfL.		

E6.1.55	R1	Mandatory
<p>The Service Provider shall promptly communicate any changes required to Customer Data held on the Core IT System via the relevant Interface prior to the Operative closing down that task for which the need for correction was identified to the Core IT System. This shall prevent any further actions being taken on the basis of incorrect or out-of-date Data.</p>		
<b>6.2 PCN Payments</b>		
E6.2.1	R1	Mandatory
<p>The Service Provider shall clearly advise the Customer on how payment shall be made regarding the outstanding balance of any PCNs, which remain partially or fully unpaid.</p>		
E6.2.2	R1	Mandatory
<p>The Service Provider shall record cheque numbers for payments received against the associated PCN number in the Service Provider's finance system.</p>		
E6.2.3	R1	Mandatory
<p>The Service Provider shall provide the facility to trace dishonoured cheques to the source transaction and take appropriate action in line with TfL's finance guidelines.</p>		
E6.2.4	R1	Mandatory
<p>The Service Provider shall retain and store a scanned image of any cheques, payment</p>		

slips and the front and back of any envelopes in which payments are received against the relevant PCNs. The Service Provider shall retain such images as long as the case is held on the Enforcement Operations System in accordance with appendix 14: Data Retention Policy. The Service Provider shall make such images available to Operatives and TfL Personnel through the TfL Interface via a query on a particular PCN using the Enforcement Operations System.

E6.2.5	R1	Mandatory

The Service Provider shall conduct online debit/credit card authorisation in accordance with appendix 27: Interface Catalogue.

E6.2.6	R1	Mandatory

The Service Provider shall interface to a credit card authoriser in order to authorise debit/credit card payments from debit and credit cards. Such cards shall include any commonly accepted payment card in use for five percent (5%) or more of such transactions within the UK. These cards currently include, but are not limited to:

- Visa;
- MasterCard;
- American Express;
- Diners Club;
- Maestro; and
- Visa Debit cards.

E6.2.9	R1	Mandatory
MIS		

For all payments where the cardholder is not present, the Service Provider shall ask

<p>and record the cardholder’s name, address and the card’s valid “from” (if applicable) and “end” dates, issue number where applicable and shall further verify the payment via the three (3) digit security code on the reverse of the card.</p>		
E6.2.10	R1	Mandatory
<p>The Service Provider shall ensure that all credit card payments require a three (3) digit security code prior to payment.</p>		
E6.2.11	R1	Mandatory
<p>The Service Provider shall protect payment card details from misuse by Customers and/or Operatives and prevent the presentation of payment card details already entered into the Enforcement Operations System to Customers and Operatives at all times except in cases where operationally necessary in agreement with TfL.</p>		
E6.2.12	R1	Mandatory
<p>Where Customer verification of card details already entered on the Enforcement Operations System is required, the Service Provider shall ensure that the Enforcement Operations System supports the input of part of the number (i.e. xxxx xxxx xxxx 1234) so that the verification shall be made without the display of the whole number to the Operative or Customer.</p>		
E6.2.13	R1	Mandatory
<p>The Service Provider shall provide payment Enquiry functionality to perform payment Enquiries on the Enforcement Operations System and shall return a record of payment details for each PCN on the Enforcement Operations System.</p>		

E6.2.14	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that where a PCN payment is accepted, no underpayment letter shall be sent and that the Enforcement Operations System and finance systems both hold detail as to the reasons why a PCN case has been closed on receipt of an amount less than the amount outstanding.</p>		
E6.2.15	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System has the functionality to effectively reconcile payments made for multiple PCNs.</p>		
E6.2.16	R1	Mandatory
MIS		
<p>The Service Provider shall have effective measures in place for notifying Customers making payments for multiple PCNs of any problems or queries relating to their payments. In particular the Service Provider shall ensure that a Customer is notified in writing and, where possible, through telephone communication of any payment received for multiple PCNs where the amount tendered does not cover all the listed PCNs.</p>		
E6.2.17	R1	Mandatory
MIS		
<p>For each PCN payment offered, the Service Provider shall check if a Warrant of Execution has been passed to the Bailiff to commence Debt Recovery for the PCN in question.</p>		
E6.2.18	R1	Mandatory



MIS		
<p>Where a Warrant of Execution has been passed to the Bailiffs, the Service Provider shall not process the payment but shall either inform the Customer of the correct course of action as detailed in the Enforcement Operations FAQ or return their payment with a covering letter to the Customer explaining the options available to the Customer (i.e. pay Bailiff).</p> <p>In circumstances specified by TfL and to be stipulated in TfL's PCN Payment business rules, payments which would normally be refused will be accepted or Bailiff action suspended pending further investigation. The Service Provider shall ensure that the Systems will allow for such actions by authorised Personnel only.</p>		
E6.2.19	R1	Mandatory
MIS		
<p>The Service Provider shall return the postal order or cheque to the Customer along with a letter communicating the reason for the failed payment and the process for de-clamping or release.</p>		
E6.2.20	R1	Mandatory
MIS		
<p>The Service Provider shall communicate the reason(s) for the failed payment verbally in the case of telephone payment and via a message on the Web for Web payments. The Service Provider shall copy the correspondence to the Bailiff, or in the case of telephone or Web payment, generate a message to the appropriate Bailiff advising of the communication and case details.</p>		
E6.2.21	R1	Mandatory
<p>The Service Provider shall ensure that the PCN Payment and Enquiry Service has the capability, through the integrated Clamp, Removal and Pound management module</p>		

<p>and Enforcement Operations FAQs to process payments for clamped or removed Vehicles and answer specific queries relating to clamping and removal, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• the reasons for clamping and removal activity and how it may be avoided;</li> <li>• how the Vehicle release may be attained;</li> <li>• the powers TfL has to Clamp and Remove Persistent Evaders and Vehicles without valid Tax discs; and</li> <li>• the location where the Customer’s Vehicle is held.</li> </ul>		
E6.2.22	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System records details and is capable of invoice reporting on any payments related to any Penalty Charge including, but not limited to, refunds, underpayments, overpayments, channel payments, Third Party payments, cancellations and re-charges.</p>		
E6.2.23	R1	Mandatory
MIS		
<p>The Service Provider shall process Enquiries and payments made in respect of outstanding Penalty Charges, Clamp and Removal actions via the following channels:</p> <ul style="list-style-type: none"> <li>• telephone (IVR and CSR);</li> <li>• Web;</li> <li>• postal processing; and</li> <li>• email.</li> </ul>		
E6.2.24	R1	Mandatory
MIS		
<p>Where the Customer does not submit the correct payment amount in respect of an</p>		

<p>outstanding PCN, the Service Provider shall notify the Customer in writing within twenty four (24) hours of the underpayment, including details of:</p> <ul style="list-style-type: none"> <li>• PCN underpayment;</li> <li>• amount owing; and</li> <li>• amount that the PCN will increase to without full payment.</li> </ul> <p>The PCN shall be progressed in the normal manner in accordance with the PCN processing timeline.</p>		
E6.2.25	R1	Mandatory
<p>The exception to the above requirement will be the acceptance of underpayments due to a Complaint or Enquiry. The Service Provider shall provide an override facility to deal with such events.</p>		
E6.2.26	R1	Mandatory
<p>The Service Provider shall implement processes to deal with partial payments against outstanding Penalty Charges and account for part payments against multiple liabilities in accordance with a payment priority sequence to be provided by TfL.</p>		
E6.2.27	R1	Mandatory
MIS		
<p>Postal delays are incorporated into the PCN processing timeline however the Service Provider shall automatically generate underpayment letters with suitable reporting functionality.</p>		
E6.2.28	R1	Mandatory

[Information Redacted]		
E6.2.29	R1	Mandatory
<p>The Service Provider shall establish and maintain an account for payments received which cannot be allocated to the relevant PCN(s). For such payments the Service Provider shall record all relevant details such as name of account holder, account sort code and account number, bank details and cheque number and be able to search for confirmation that such payments have been received and deposited should Customers make a claim of payment in due course. If the Service Provider is able to confirm receipt of such a payment then it will apply the payment as full and final Settlement of the relevant PCN(s).</p>		
E6.2.30	R1	Mandatory
MIS		
<p>The Service Provider shall identify all overpaid amounts over six (6) Months as overpayments, and credit the same to TfL.</p>		
E6.2.31	R1	Mandatory
MIS		
<p>The Service Provider shall automatically offer, produce and remit Receipts to the Customer for payments made via all channels through the PCN Payment and Enquiry Service unless the opt-out option provided to the Customer has been selected by it.</p>		
E6.2.32	R1	Mandatory
<p>The Service Provider shall ensure that the PCN Payment and Enquiry direct contact details are on the reverse of any Receipt.</p>		

E6.2.33	R1	Mandatory
<p>The Service Provider shall ensure the Enforcement Operations System is able to complete all requested multiple Customer tasks within the area of Enforcement Operations, such as the payment of multiple PCNs with one or more debit/credit card payments.</p>		
<b>6.3 Refunds</b>		
E6.3.1	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that system functionality, reason codes and processes are provided to support all aspects of TfL's refund policy as specified in appendix 33: Refund Policy, so that refunds may be made at all stages of the Enforcement process, all fees relevant to Clamp and Removal and/or Bailiff action.</p>		
E6.3.2	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the System functionality is such that all required information relating to the refund/reimbursement, including ex-gratia payments, is available and visible upon enquiry to the PCN record. This information shall include, but is not limited to include:</p> <ul style="list-style-type: none"> <li>• amount of refund;</li> <li>• reason of refund;</li> <li>• status (such as and not limited to requested, pending, authorised, paid, returned and reissued);</li> <li>• method of payment (default or other elective choice);</li> <li>• full payee details if not the Registered Keeper/Person Liable; and</li> </ul>		

<ul style="list-style-type: none"> <li>• payment transaction reference (such as a cheque number or other relevant identifier for reconciliation purposes).</li> </ul>		
E6.3.3	R1	Mandatory
<p>The Service Provider shall ensure that the refund functionality shall be capable of producing more than one (1) refund per PCN and/or able to refund to more than one (1) person with relevant safeguards in place.</p>		
E6.3.4	R1	Mandatory
<p>The Service Provider shall ensure that any PCN payments made can be refunded to the Customer, Registered Keeper/Person Liable or otherwise, when required. Examples of such situations includes:</p> <ul style="list-style-type: none"> <li>• refunds for any Penalty Charges already settled by the Customer (fully or partially) which are subsequently cancelled at the request of TfL;</li> <li>• acceptance of a Representation or Appeal; and</li> <li>• costs awarded against TfL in favour of the Appellant.</li> </ul>		
E6.3.5	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the refund is recorded in the Enforcement Operations System and the record shall include the reason, amount paid, method of payment and details of payee.</p>		
E6.3.6	R1	Mandatory
<p>The Service Provider shall ensure that the refund functionality is capable of grouping</p>		

refunds and producing one (1) single refund payment for multiple refunds, fully or partially, relevant to, and not limited to, multiple PCN refunds against one (1) VRM, Registered Keeper/Person Liable, payees, case reference or other.		
E6.3.7	R1	Mandatory
The Service Provider shall ensure that the refund shall be sent to the relevant person making the payment who may not necessarily be the Registered Keeper/Person Liable.		
E6.3.8	R1	Mandatory
<p>The Service Provider shall pay a refund back to the Customer:</p> <ul style="list-style-type: none"> <li>• if the Service Provider is aware of an overpayment being made and is able to identify the payee;</li> <li>• on request by TfL or the Local Government Ombudsmen as the result of a Complaint or otherwise;</li> <li>• the Customer requests the amount overpaid and the Service Provider verifies such a request;</li> <li>• the Customer has paid a PCN but subsequently makes a Representation/Appeal which has been accepted, non-contested or been successful.</li> </ul>		
E6.3.9	R1	Mandatory
The Service Provider shall ensure that the Enforcement Operations System has the ability to override the refund generation process in certain circumstances to be confirmed by TfL.		
E6.3.10	R1	Mandatory

MIS		
<p>The Service Provider shall make the necessary refund and adjustments in the event of a claim made by a Customer for an overpayment after the amount has been transferred to TfL.</p>		
E6.3.11	R1	Mandatory
<p>The Service Provider shall work in accordance to any amendments made by TfL to TfL's refund policy as specified in appendix 33: Refund Policy. All such changes shall not constitute a Change through schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.</p>		
E6.3.12	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that TfL approves all refunds above an agreed level before payment in accordance with appendix 33: Refund Policy.</p>		
E6.3.13	R1	Mandatory
MIS		
<p>The Service Provider shall refund the Customer using the method of payment utilised by the Customer for the transaction to which the refund relates. Exceptions to this are:</p> <ul style="list-style-type: none"> <li>• PCNs paid in cash, in which case the Service Provider shall pay the refund by cheque unless the Customer specifically states that a cheque is not acceptable, in which case the Service Provider shall pay the refund by postal order; and</li> <li>• refunds applied for by the executors of the estate of a Customer who is now deceased, in which case the Service Provider shall pay the refund by cheque to the executors upon presentation of the required evidence.</li> </ul>		



<b>6.4 General PCN Search Functionality</b>		
E6.4.1	R1	Mandatory
<p>The Service Provider shall provide the ability to carry out searches on the Enforcement Operations System based on all Data fields including, but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Contravention Type;</li> <li>• PCN number;</li> <li>• Contravention location;</li> <li>• VRM;</li> <li>• start and end date of offence;</li> <li>• PCN state;</li> <li>• PCN status;</li> <li>• Customer identifier;</li> <li>• postcode and house number;</li> <li>• query reference number; and</li> <li>• Clamp or Removal action.</li> </ul>		
E6.4.2	R1	Mandatory
<p>The Service Provider shall ensure that all searches allow searching on partial elements of each Data field. For example a search in the VRM field “ABC” would return all records with ABC in the VRM field.</p>		
E6.4.3	R1	Mandatory

The Service Provider shall be able to use search and query functionality to search by PCN, which shall return all financial transactions for that PCN.		
E6.4.4	R1	Mandatory
The Service Provider shall provide a PCN Enquiry functionality to perform PCN event Enquiries on the Enforcement Operations System which shall return a record of all Enforcement Actions taken or events having occurred for each PCN on the Enforcement Operations System.		
E6.4.5	R1	Mandatory
The Service Provider shall ensure that the Enforcement Operations System's PCN Enquiry facility shall allow a search for multiple PCN records.		
E6.4.6	R1	Mandatory
The Service Provider shall ensure that a PCN Enquiry shall return a summary record for each PCN that has the same VRM and same Registered Keeper/Person Liable details as the specified PCN record.		
E6.4.7	R1	Mandatory
The Service Provider shall ensure that by selecting an individual PCN record the Enforcement Operations System shall drill down to detailed PCN Enquiry for that specific record returning all details relating to the specified PCN record alone.		
E6.4.8	R1	Mandatory

<p>The Service Provider shall ensure that a single PCN Enquiry to perform a detailed PCN Enquiry on the Enforcement Operations System shall return all details relating to the specified PCN record alone.</p>		
E6.4.9	R1	Mandatory
<p>The Service Provider shall ensure that the VRM Enquiry shall retrieve all PCN history for a specified VRM.</p>		
E6.4.10	R1	Mandatory
<p>Customer Web or telephone access to PCN records shall be by PCN number or VRM only. Where a request is made in relation to a PCN record, the Service Provider shall only disclose details relating to the PCN where the Customer provides:</p> <ul style="list-style-type: none"> <li>• PCN number;</li> <li>• VRM number and verified additional details including dates of offences, make, model and colour of the Vehicle or elements of the Registered Keeper/Person Liable's name or address; or</li> <li>• dates of Contraventions,</li> </ul> <p>Where the Customer has not been able to provide the required details then the Service Provider shall not disclose information relating to the number and value of outstanding PCNs but shall advise the Customer that further details are required.</p>		
E6.4.11	R1	Mandatory
MIS		
<p>Where full payment has been received for a PCN, the Service Provider shall instruct</p>		

the Core IT System to delete the relevant Evidential Record in accordance with the Interface Specification and appendix 14: Data Retention Policy.		
<b>6.5 PCN Payment &amp; Enquiry Service via the Telephone</b>		
E6.5.1	R1	Mandatory
The Service Provider shall provide and operate a PCN Payment and Enquiry Service by telephone. The Service Provider shall staff the PCN Payment and Enquiry Service with highly trained and skilled Personnel with a detailed knowledge of the Enforcement processes for the Congestion Charging Scheme and other relevant Scheme(s).		
E6.5.2	R1	Mandatory
The Service Provider shall provide a local rate (e.g. 0845) telephone number for the PCN Payment and Enquiry Service. The Service Provider shall pre-agree this number with TfL before installation.		
E6.5.3	R1	Mandatory
MIS		
The Service Provider shall receive calls to the PCN Payment and Enquiry Service by the following routes: <ul style="list-style-type: none"> <li>transferred via a specified option from other areas of the relevant Scheme's IVR system;</li> <li>the Service Provider's own IVR system using a dedicated (0845) telephone number as detailed on each item of Outgoing Correspondence issued; and</li> <li>transferred from TfL.</li> </ul>		
E6.5.4	R1	Mandatory

MIS		
The Service Provider shall time and date stamp all calls to the PCN Payment and Enquiry Service from the moment that a Customer begins to hear a ring-tone so that it is possible to identify when the Customer telephoned the PCN Payment and Enquiry Service.		
E6.5.5	R1	Mandatory
MIS		
The Service Provider shall provide, operate and maintain the facilities for PCN payment and PCN Enquiries via the automated IVR PCN Payment and Enquiry Service twenty four (24) hours each day, including bank holidays and other non-charging days.		
E6.5.6	R1	Mandatory
The Service Provider shall agree the IVR scripts and the methods of delivery with TfL.		
E6.5.7	R1	Mandatory
The Service Provider shall use suitable IVR and ACD structure(s) for the operation of the Schemes, to be approved by TfL, on a separate dedicated number to be provided by TfL.		
E6.5.8	R1	Mandatory
The Service Provider shall not make any changes to the IVR or ACD structures or related messages without the express prior consent of TfL in writing.		
E6.5.9	R1	Mandatory

MIS		
The Service Provider shall ensure that its ACD is able to distribute calls between the relevant members of the Service Provider's team as required.		
E6.5.10	R1	Mandatory
<p>With regards to the Enforcement Operations Contact Centre welcome message, call guidelines, IVR script and all approved Changes or additions to these, the Service Provider shall ensure that the Customer is provided with the following:</p> <ul style="list-style-type: none"> <li>• prior to all transactions, the minimum information necessary with regard to Data Protection (to be agreed with TfL);</li> <li>• prior to all transactions, callers must be informed that all calls will be recorded or monitored, and told the purpose(s) of the recording or monitoring;</li> <li>• an additional option in the IVR menu which allows Customers to hear further Data Protection information and the terms and conditions of the relevant Scheme(s);</li> <li>• an additional option in the IVR menu for PCN Enquiries which provides a recorded message explaining the PCN process; and</li> <li>• if requested by TfL, a question in the IVR script and the Contact Centre guidelines for use by CSR, about whether the Customer does or does not wish to receive direct marketing (such question to be approved by TfL).</li> </ul>		
E6.5.11	R1	Mandatory
The Service Provider's IVR system shall be locally based or networked if not held locally, to allow immediate changes to be made to the IVR structure.		
E6.5.12	R1	Mandatory

Where requests for changes to the IVR are made by TfL, the Service Provider shall implement the changes within the following timescales:

- requests for changes to IVR messages shall be implemented no more than four (4) hours from the time and date that the request is made by TfL and jointly agreed by both TfL and the Service Provider for live deployment. IVR messages are defined as existing vocabulary that is already part of the production system, such changes shall not constitute Changes under schedule 9: Change Control Request Procedure and shall be implemented at no additional cost to TfL;
- requests for changes to the ordinal structure of the IVR shall be implemented no more than two (2) Working Days from the time and date that the request is made by TfL and jointly agreed by both TfL and the Service Provider for live deployment, such changes shall not constitute Changes under schedule 9: Change Control Request Procedure and shall be implemented at no additional cost to TfL; and
- structural Changes to the Core IVR application, which fall within the IVR system, shall be dealt with under schedule 9: Change Control Request Procedure.

E6.5.13	R1	Mandatory
MIS		

Where the Customer reverts to a CSR during an IVR transaction, the Service Provider’s CSR shall request a single piece of information so that the Customer is not obliged to repeat the information they have given up to that point via the IVR system. This single piece of information is likely to be the PCN number, PCN Enquiry number or VRM.

E6.5.14	R1	Mandatory

In the event of a service failure of the automated IVR system during normal Working Hours and outside Working Hours, the Service Provider shall staff the IVR immediately with sufficient resources to meet Contact Centre Performance Requirements. The

Service Provider shall inform TfL within two (2) hours of any such occurrences.		
E6.5.15	R1	Mandatory
The Service Provider shall ensure that Customers who do not have a suitable telephone or choose not to use the IVR service shall be routed through to a CSR during Working Hours, or, out of Working Hours, shall be provided with a message asking them to call back during Working Hours.		
E6.5.16	R1	Mandatory
The Service Provider's PCN Payment and Enquiry Service IVR scripts shall be subject to TfL's approval. The Service Provider shall ensure that any additions or amendments to the script shall be made with the approval of TfL prior to operation.		
E6.5.17	R1	Mandatory
The Service Provider shall ensure that its IVR system's menu permits automated information about the Congestion Charging Scheme or other relevant Scheme(s) enforced by the Service Provider to be played to the Customer.		
E6.5.18	R1	Mandatory
MIS		
The Service Provider shall ensure that Customers are able to pay for PCNs using the IVR on entry of a correct PCN payment reference number.		
E6.5.19	R1	Mandatory



<p>If an invalid PCN payment reference number is entered by the Customer more than twice, the Service Provider shall ensure that its IVR system does not accept payment from the Customer and the Service Provider shall re-route the call directly to the CSR. Where the IVR payment is unsuccessful outside of the Contact Centre Working Hours a suitable message directing them to the Web payment channel or phoning the Contact Centre during Working Hours shall be played.</p>		
E6.5.20	R1	Mandatory
<p>The Service Provider shall ensure that its IVR system is secure and shall be able to authenticate the Customer using the service where accessed using the PCN number and VRM number.</p>		
E6.5.21	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that all interactions via the IVR system are capable of being reported for the purpose of Management Information.</p>		
E6.5.22	R1	Mandatory
<p>The Service Provider shall ensure that the IVR system is flexible and presents callers with various options that shall enable:</p> <ul style="list-style-type: none"> <li>• automated processing of PCN payments;</li> <li>• ability for Customers to pay one (1) or multiple PCNs for one (1) or more Scheme(s) based on a unique PCN reference number to be generated on issue of each PCN;</li> <li>• ability for Customers to listen to automated updates of the status of their PCN(s) or Representation through the provision of the unique PCN reference number;</li> <li>• ability for Customers to transfer to a CSR at any stage throughout the</li> </ul>		

<p>communication process during the PCN Payment and Enquiry Service Working Hours;</p> <ul style="list-style-type: none"> <li>• ability for Customers to listen to a recorded Data Protection statement to be provided by TfL; and</li> <li>• ability for Customers to select an option to transfer to the Congestion Charging Scheme Contact Centre or to other Contact Centres established for other Schemes, which the Service Provider is responsible for enforcing.</li> </ul>		
E6.5.23	R1	Mandatory
MIS		
<p>The Service Provider shall operate an integral call logging system where every call received by the PCN Payment and Enquiry Service shall be logged with the following details:</p> <ul style="list-style-type: none"> <li>• PCN number or an alternative identifier;</li> <li>• date;</li> <li>• time;</li> <li>• name of the CSR (if applicable); and</li> <li>• outcome of the call.</li> </ul>		
E6.5.24	R1	Mandatory
MIS		
<p>The Service Provider shall provide CSRs with Enforcement Operations information approved in writing by TfL including but not limited to, agreed FAQs, scripts and question flows which shall be used whenever possible to respond to Customer Enquiries and deliver the appropriate service outcome and to ensure that all relevant information is captured. Such information shall be subject to regular review and the Service Provider shall update such information and provide refresher training to Personnel as requested by TfL which shall not constitute a Change through schedule</p>		

9: Change Control Request Procedure.		
E6.5.25	R1	Mandatory
MIS		
The Service Provider shall ensure that the PCN Payment and Enquiry Service via both IVR and CSR options include the option to re-route the Customer to other areas of the Scheme's IVR at any stage during Customer communications.		
E6.5.26	R1	Mandatory
The Service Provider shall ensure that the PCN Payment and Enquiry Service via telephone provides and operates a facility for the distribution of information not included in the scripts or guidelines, for example urgent messages or Personnel bulletins in the event of an emergency.		
E6.5.27	R1	Mandatory
The Service Provider shall make available a minimum of ten (10) pre-recorded emergency messages for immediate access in the event of emergencies.		
E6.5.28	R1	Mandatory
The Service Provider shall ensure that the PCN Payment and Enquiry Service on the Enforcement Operations System shall provide a display, visible to all Service Provider Personnel and visitors, of the number of calls waiting and the number of calls in the queues. This display shall provide Data on grade of service and connected abandonment rates for that day and for the last sixty (60) minutes.		
E6.5.29	R1	Mandatory

The Service Provider shall record and monitor all calls for training, monitoring and dispute resolution purposes.		
<b>6.6 Customer Service Representative (CSR)</b>		
E6.6.1	R1	Mandatory
The Service Provider shall staff the PCN Payment and Enquiry Service with CSRs during the hours of 08:00 to 20:00 on Monday to Friday inclusive and from 09:00 to 15:00 on Saturdays.		
E6.6.2	R1	Mandatory
The Service Provider shall ensure that all CSRs demonstrate a detailed knowledge and understanding of relevant operational Scheme(s) and other relevant Enforcement processes as may be necessary.		
E6.6.3	R1	Mandatory
The Service Provider shall ensure that Enforcement Operations Contact Centre CSRs do not provide incorrect information in response to any question raised outside of the Enforcement Operations FAQs.		
E6.6.4	R1	Mandatory
The Service Provider shall accurately log a summary of notes and conversations between the Customer and the CSR against the appropriate PCN number and relevant		

case.		
E6.6.5	R1	Mandatory
<p>The Service Provider shall implement an escalation procedure to achieve timely resolution for all Customer Enquiries and Complaints. For Customer Enquiries and Complaints which cannot be resolved immediately by the CSRs over the telephone, the Service Provider shall make available dedicated resources for the timely and accurate resolution of the Customer Enquiry or Complaint.</p>		
E6.6.6	R1	Mandatory
<p>The Service Provider shall provide CSRs with workstation access to all the necessary information about all Scheme(s) in order to permit Customer Enquiries to be answered over the telephone. This includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• access to all payment records;</li> <li>• access to all previous call logs;</li> <li>• access to all Service Provider’s System functions and Data in accordance with the agreed access rights;</li> <li>• access to all Customer details and Information available via electronic Interfaces with the Core IT System and Third Parties; and</li> <li>• access to all FAQs.</li> </ul>		
E6.6.7	R1	Mandatory
<p>The Service Provider shall implement a mechanism for re-sending PCN details (in writing) where a Customer cannot gain access to the details of the PCN they wish to pay for example if the PCN has been lost and they cannot recall the VRM or verify the</p>		

required details as agreed with Tfl.		
E6.6.8	R1	Mandatory
MIS		
The Service Provider shall complete all telephone calls made to the PCN Payment and Enquiry Service within the agreed Parameters of the Service Levels as detailed in schedule 5: Service Level Agreement.		
E6.6.9	R1	Mandatory
MIS		
<p>A call shall only be deemed to be completed if the Customer either:</p> <ul style="list-style-type: none"> <li>• speaks in person to a CSR and the call is completed; or</li> <li>• selects an IVR option to listen to information and the transfer is complete; or</li> <li>• selects an IVR option to undertake an automated transaction and the transfer is complete.</li> </ul>		
E6.6.10	R1	Mandatory
MIS		
<p>For the avoidance of doubt, where a Customer call is terminated in any of the following circumstances, such calls are not deemed to be “completed”:</p> <ul style="list-style-type: none"> <li>• automatically or manually by the Service Provider including but not limited to the use of message plans (such calls shall be deemed “blocked”);</li> <li>• by the Customer (such calls shall be deemed “abandoned”);</li> <li>• by the Service Provider (such calls shall be deemed “blocked”);</li> <li>• deliberately or due to a technical fault (such calls shall be deemed “blocked”);</li> <li>• due to a technical capacity problem (such calls shall be deemed “blocked”); or</li> <li>• failure in the IVR or in the ACD system (such calls shall be deemed “blocked”).</li> </ul>		

E6.6.11	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that each time a Customer elects to speak to a CSR, the CSR shall respond to the call and not terminate the call until the Customer's Enquiry, Complaint or transaction has been handled (except for where the Customer is abusive or making a nuisance call).</p>		
E6.6.12	R1	Mandatory
<p>The Service Provider shall not use any method or mechanism (whether manual or automated) outside the agreed performance regimes set for the message plan to constrain the number of calls received by the PCN Payment and Enquiry Service telephone numbers.</p>		
E6.6.13	R1	Mandatory
<p>The Service Provider's CSR shall offer the option to repeat the following details to the Customer after PCN payment:</p> <ul style="list-style-type: none"> <li>• PCN number;</li> <li>• VRM(s) using the phonetic alphabet;</li> <li>• date of the Contravention(s);</li> <li>• Penalty Charge amount;</li> <li>• Customer's payment or debit or credit card details, so that the Customer can confirm that these details have been recorded correctly; and</li> <li>• where the option to receive a Receipt is selected by the Customer, the address to where the Receipt shall be sent.</li> </ul>		

E6.6.14	R1	Mandatory
MIS		
The Service Provider shall provide results of all internal monitoring activity to TfL in a Monthly internal monitoring report.		
E6.6.15	R1	Mandatory
MIS		
The Service Provider's management reports shall include Data for all calls made directly to the PCN Payment and Enquiry Service telephone number and for all calls transferred to the PCN Payment and Enquiry Service telephone numbers.		
<b>6.7 Call Recording</b>		
E6.7.1	R1	Mandatory
The Service Provider shall record and store for retrieval all calls received by the Contact Centre.		
E6.7.2	R1	Mandatory
The Service Provider shall advise all Customers transferring to a Contact Centre CSR that their call shall be recorded for the purpose of staff training, monitoring and dispute resolution.		
E6.7.3	R1	Mandatory
The Service Provider shall retain all recorded calls in a common format (such as		



Windows Media file or MP3).		
E6.7.4	R1	Mandatory
The Service Provider shall store all calls relating to active PCNs against the relevant PCNs for the purpose of Representations and Appeals processing, Complaint handling and other queries.		
E6.7.5	R1	Mandatory
The Service Provider shall retain all recorded calls not relating to a PCN for a minimum of six (6) Months.		
E6.7.6	R1	Mandatory
The Service Provider shall ensure that it is possible for call recordings to be transferred to CD or similar media for the purpose of Appeals hearings.		
E6.7.7	R1	Mandatory
<p>The Service Provider shall provide the functionality to search for and retrieve call recordings based on, but not limited to:</p> <ul style="list-style-type: none"> <li>• relevant CSR;</li> <li>• telephone number the call was made on (where possible);</li> <li>• range of times and dates;</li> <li>• PCN and/or PCN payment reference number; and</li> <li>• subject category as identified by the CSR (e.g. payment, Representation, general</li> </ul>		

query), to be approved by TfL.		
E6.7.8	R1	Mandatory
MIS		
<p>The Service Provider shall make available to TfL via dedicated and remote TfL workstations, real-time statistics about, but not limited to the number of incoming calls and call waiting times, and the ability for TfL Personnel to select and listen to any active call and access to recorded calls.</p>		
<b>6.8 PCN Payment &amp; Enquiry Service via the Internet</b>		
E6.8.1	R1	Mandatory
MIS		
<p>The Service Provider shall provide, host and maintain dedicated and secure Web pages for the PCN Payment and Enquiry Service for each of the Contravention Types that the Service Provider is responsible for enforcing.</p>		
E6.8.2	R1	Mandatory
<p>The Web pages provided by the Service Provider shall allow the payment of PCNs issued to Customers using debit and/or credit cards and an Enquiry facility that shall allow the Customer to view:</p> <ul style="list-style-type: none"> <li>• guidance on the Enforcement of the Schemes;</li> <li>• Images of the Contravention;</li> <li>• key details of the Contravention Type, the PCN(s) including date, time and location of the Contravention;</li> <li>• status of the PCN at the time of Enquiry;</li> <li>• information on Representations that the Customer may have submitted; and</li> </ul>		

<ul style="list-style-type: none"> <li>copies of Notices of Acceptance and/or Notices of Rejection that the Service Provider may have sent.</li> </ul>		
E6.8.3	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Web Enquiry facility enables the Customer to view camera location information such as site schematics, digital images of the site location etc.</p>		
E6.8.4	R1	Mandatory
<p>The Service Provider shall ensure that the Web facility enables the Customer to download various forms and PDF files relating to the Enforcement of the Schemes including, but not limited to:</p> <ul style="list-style-type: none"> <li>FAQs</li> <li>relevant guidance notes and forms;</li> <li>copies of PCNs, Representations, appeals forms; and</li> <li>application forms for relevant discounts offered by TfL.</li> </ul>		
E6.8.5	R1	Mandatory
MIS		
<p>The Service Provider shall provide and operate System functionality to enable the processing of electronic Enforcement correspondence such as Representations. Such functionality will not be required to be operational at Operational Commencement Date but may be introduced at some stage in the future after consultation with TfL. In this case, the Service Provider shall follow the appropriate guidelines and principles laid out by TfL.</p>		
E6.8.11	R1	Mandatory

<p>The Service Provider shall ensure that for access to the Web based PCN Payment and Enquiry Service the Customer shall be required to enter either the PCN payment number or the PCN number.</p>		
E6.8.12	R1	Mandatory
<p>The Service Provider shall allow Customers to access records of all PCNs closed, cancelled, written-off or at any other status for the duration that the PCN is held on the Enforcement Operations System in accordance with appendix 14: Data Retention Policy.</p>		
E6.8.13	R1	Mandatory
<p>Where a PCN has been archived from the System, the Service Provider shall ensure that the Enquiry service retains the PCN number, date of issue and date closed and also, message advising that no further information held shall be provided.</p>		
E6.8.14	R1	Mandatory
<p>The Service Provider shall ensure that the PCN field on the Customer entry page shall default to a character string in the format of the PCN number consisting of two (2) alphabetic characters followed by eight (8) numeric characters to be agreed with TfL such as "TL00000000".</p>		
E6.8.15	R1	Mandatory
<p>The Service Provider shall present the Customer with a list of all PCNs that have been</p>		

<p>issued to the same VRM for any Contravention over the previous thirteen (13) Months where the Registered Keeper/Person Liable details of the matching PCN are identical to those of the PCN entered by the Customer.</p>		
E6.8.16	R1	Mandatory
<p>If either the PCN payment number or the PCN number does not exactly match the details held on the Enforcement Operations System, the Service Provider shall display an appropriate error message advising the Customer of the fields that do not match those held on the Enforcement Operations System.</p>		
E6.8.17	R1	Mandatory
<p>The list of PCNs issued by the Service Provider shall include all PCNs issued by the Service Provider for any Contravention of any Enforcement regime for which the Service Provider is responsible for under this Agreement.</p>		
E6.8.18	R1	Mandatory
<p>On presentation of the list of PCNs issued, the Service Provider shall present the Customer with a default list in order of date of offence with the most recent offence at the top of the list regardless of Contravention.</p>		
E6.8.19	R1	Mandatory
<p>At the top of the relevant results page, the Service Provider shall ensure that the Customer is able to define various different views including:</p> <ul style="list-style-type: none"> <li>list of PCNs by relevant Contravention Type;</li> </ul>		

<ul style="list-style-type: none"> <li>• list of PCNs by status (e.g. discount, full);</li> <li>• list of PCNs by date of issue (rather than date of Contravention);</li> <li>• list of unpaid PCNs; and</li> <li>• list of paid PCNs.</li> </ul>		
E6.8.20	R1	Mandatory
<p>The Service Provider shall ensure that the PCN Payment and Enquiry Service homepage provides high-level guidance and links to more detailed guidance (to be provided by TfL).</p>		
E6.8.21	R1	Mandatory
<p>The Service Provider shall ensure that the PCN Payment and Enquiry Service presents the Customer with a summary of the total number of PCNs issued, outstanding, closed and suspended. In addition, the Service Provider shall ensure that a total showing the total amount outstanding to close all the PCNs listed is stated on the homepage.</p>		
E6.8.22	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that Customers have the option to pay for multiple PCNs in one transaction (“quick pay”) and close all the PCNs listed by clicking on a link provided on the search results page.</p>		
E6.8.23	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System displays the following information for each of the listed PCNs shown on the search results</p>		

<p>page(s):</p> <ul style="list-style-type: none"> <li>• PCN number;</li> <li>• date, time and location of Contravention;</li> <li>• current status of the PCN; and</li> <li>• current amount outstanding.</li> </ul>		
E6.8.24	R1	Mandatory
<p>The Service Provider shall ensure that the PCN status shall be meaningful to the Customer e.g. a PCN that is under consideration for Representation should state “suspended” but should also state “Representation received” or similar. Such descriptions are to be agreed with TfL.</p>		
E6.8.25	R1	Mandatory
<p>At the “view images” page the Service Provider shall ensure that the Enforcement Operations System presents the Customer with the interpreted VRM, the Mono Platepatch for the PCN as well as the Mono Contextual Image for open/suspended PCNs only.</p>		
E6.8.26	R1	Mandatory
<p>Where the interpreted VRM does not match the VRM in the Mono Contextual Images because of a NRS misread or Manual Checking error, the Service Provider shall ensure that the Enforcement Operations System presents the Customer with text that advises what the Customer should do if the Images are not of their Vehicle. Such text shall be subject to agreement with TfL. An example of this is: “If you have any queries, please contact the Contact Centre on &lt;0845&gt; number between &lt;Timings&gt;”.</p>		

E6.8.27	R1	Mandatory
MIS		
The Service Provider shall ensure that the links on the “view images” page shall allow the Customer to return to the search results page or to pay the PCN to which the Images relate.		
E6.8.28	R1	Mandatory
The Service Provider shall ensure that the Customers are able to select any combination of the open and suspended PCNs listed for payment by adding the PCNs to a “shopping basket” from the search results page.		
E6.8.29	R1	Mandatory
On completion of their selection, the Service Provider shall ensure that the Customers are able to select the option to proceed to a “checkout” where they shall be able to pay for their selection, remove items from their selection or cancel their selection.		
E6.8.30	R1	Mandatory
The Service Provider shall be capable of supporting the payment of all PCNs for all Contravention Types up to and including Order for Recovery status (on the PCN processing timeline).		
E6.8.33	R1	Mandatory
MIS		
If the Customer wishes to receive a Receipt by post, the Service Provider shall ensure		



that the Enforcement Operations System shall automatically send out a Receipt to the Customer's home address.		
E6.8.34	R1	Mandatory
MIS		
The Service Provider shall provide a further option to the Customer to receive an electronic copy of the Receipt via email. If such an option is selected, the Service Provider shall check that a valid email address is entered by the Customer, and automatically send an electronic Receipt with a unique Receipt number to the email address.		
E6.8.35	R1	Mandatory
The Service Provider shall ensure that the provision of an email address is not mandatory to progress payment if a Receipt is not requested.		
E6.8.36	R1	Mandatory
<p>The Service Provider shall present the Customer with a Receipt page for all transactions. This shall:</p> <ul style="list-style-type: none"> <li>• advise the Customer of the details of their payment;</li> <li>• advise the Customer of the Receipt number;</li> <li>• advise the Customer that a copy shall be sent to the provided postal and/or email address; and</li> <li>• provide an option to print the screen version of the Receipt.</li> </ul>		
E6.8.37	R1	Mandatory

<p>On completion of the transaction, the Service Provider shall present the Customer with a successful transaction confirmation screen with links to the PCN search screen or to the homepage of other areas.</p>		
E6.8.38	R1	Mandatory
<p>The Service Provider shall also provide a print option if the Customer wishes to print the details of the transaction (from the Receipt page).</p>		
E6.8.39	R1	Mandatory
MIS		
<p>The Service Provider shall present the Customer with an option to register their credit card details for a “quick pay” payment process in order that when such a Customer uses the PCN payment facility again in the future they may pay for additional PCNs without submitting their details again.</p>		
E6.8.40	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that such a facility has appropriate security protection such as username and password protection. The Service Provider shall ensure that this functionality forms an integral part of the “quick pay” facility.</p>		
E6.8.41	R1	Mandatory
<p>The Service Provider shall ensure that the Customer is able to select an option to pay for any additional PCNs issued against the registered VRM(s) automatically.</p>		
E6.8.42	R1	Mandatory

MIS		
<p>The Service Provider shall provide an option for Customers to sign up to receiving Monthly statements and the Service Provider shall submit such Monthly statement to the Customer via email or post (depending on which option the Customer has selected). The Service Provider shall ensure that these Monthly statements summarise all PCNs issued against a VRM and all payments made using the registered payment details.</p>		
E6.8.43	R1	Mandatory
<p>The Service Provider shall ensure that information on the Services Website in relation to any PCN is in "real time" and is at the same status as PCNs on the Enforcement Operations System. The Service Provider shall ensure that payments made for PCNs via the Services Website are reflected against the PCN record on the Enforcement Operations System.</p>		
E6.8.44	R1	Mandatory
<p>The Service Provider shall make available to Customers a current set of FAQs relating to the Enforcement aspects of the Scheme on the Services Website.</p>		
E6.8.47	R1	Mandatory
<p>The Service Provider shall provide appropriate text to ensure that Customers fully understand that the Enquiry or Complaint is not a channel for challenging a PCN (unless the electronic Representation facility is enabled).</p>		
E6.8.51	R1	Mandatory

MIS		
<p>The Service Provider shall make all forms otherwise available to the Customer in hard copy available for downloading and printing from the Services Website.</p> <p>The Service Provider shall ensure that this is possible upon identification of the PCN number or unique PCN payment number at all stages throughout the PCN processing timeline and shall include but not be limited to Representation forms and refund application forms.</p>		
<p><b>6.9 PCN Payment &amp; Enquiry Service via Post</b></p>		
E6.9.1	R1	Mandatory
MIS		
<p>The Service Provider shall process all mail received in relation to PCN processing services in accordance with this Statement of Requirements and schedule 5: Service Level Agreement.</p>		
E6.9.2	R1	Mandatory
<p>The Service Provider shall provide at least two (2) mail box numbers (one (1) for Representations and general correspondence, the other for PCN payments), or equivalent, for Customers wishing to communicate through mail channels. The Service Provider shall provide this facility at its own expense and shall ensure that the appropriate PO Box is stated on relevant correspondence.</p>		
E6.9.3	R1	Mandatory
<p>The Service Provider shall provide a secure room for the processing of mail.</p>		

E6.9.4	R1	Mandatory
The Service Provider shall ensure that the secure post opening and scanning room is constantly monitored via 24/7 CCTV digital recording system.		
E6.9.5	R1	Mandatory
The Service Provider shall comply with all legal requirements on opening and scanning of mail.		
E6.9.6	R1	Mandatory
The Service Provider shall ensure that at all times when post-opening activity is taking place (in a secure post-opening and scanning room), one (1) or more supervisors (or other managers of the appropriate grade, experience and authority within the Service Provider's organisation) are available to supervise and manage as required.		
E6.9.7	R1	Mandatory
The Service Provider shall ensure that no member of its Personnel opens any item of mail outside the secure post opening and scanning room at any time.		
E6.9.8	R1	Mandatory
The Service Provider shall scan both sides of all incoming Enforcement mail including envelopes and any attached Documents.		

E6.9.9	R1	Mandatory
MIS		
The Service Provider's postal services supervisor shall complete an inspection log at the end of each shift (confirming the status of all aspects of postal processing) and make this log available to the postal services supervisor of the following shift.		
E6.9.10	R1	Mandatory
MIS		
The Service Provider shall log, scan, assign to the relevant Workflow queue and send all Scheme related non-Enforcement correspondence to the Core IT System.		
E6.9.11	R1	Mandatory
MIS		
The Service Provider shall log, scan, assign to the relevant Workflow queue and dispatch (in hard copy) all Scheme related non-Enforcement correspondence to the relevant Service Element within twenty four (24) hours of receipt.		
E6.9.12	R1	Mandatory
MIS		
The Service Provider shall keep an additional copy of the logged Scheme related non-Enforcement correspondence that was sent to the relevant Service Element.		
E6.9.13	R1	Mandatory
The Service Provider shall store all logs of non-Enforcement related correspondence (which are Scheme related) and make them available to view at all times by TfL.		

E6.9.14	R1	Mandatory
<p>The Service Provider shall store all scanned images on the Enforcement Operations System and associate them with any relevant PCNs. For the avoidance of doubt, an envelope containing a cheque for three (3) PCNs would be scanned onto the Enforcement Operations System and would be accessible to officers querying any of the three (3) PCNs. Any exceptions to this such as items that cannot be scanned due to size, thickness or other physical issues shall be as defined by TfL from time to time.</p>		
E6.9.15	R1	Mandatory
MIS		
<p>The Service Provider shall identify and log all items that cannot be scanned due to size, thickness or other physical issues shall be defined by TfL in accordance with the above requirement.</p>		
E6.9.16	R1	Mandatory
<p>The Service Provider shall handle original Documents securely in accordance with the guidelines specified by TfL.</p>		
E6.9.17	R1	Mandatory
MIS		
<p>The Service Provider shall return, by first class recorded delivery, all original Documents (for example in the event that a Customer provides an original V5C with their Representation) within forty eight (48) hours of receipt.</p>		
E6.9.18	R1	Mandatory
MIS		

<p>The Service Provider shall ensure that in cases where the scanned Documents (received from the Customer) is not legible enough for processing purposes, the originals are requested from the Customer and are requested to be made available within one (1) Working Day of the request.</p>		
E6.9.19	R1	Mandatory
MIS		
<p>The Service Provider shall contact the Customer for additional information, where the Customer’s original Document is not legible.</p>		
E6.9.20	R1	Mandatory
<p>The Service Provider shall ensure that the scanning processes include checking the quality of scanned images that has been processed.</p>		
E6.9.21	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that by noon on the day of receipt of the post any item that has been scanned shall be accessible by the relevant Workflow queue as agreed with TfL, except during abnormal delivery times caused by public holidays and postal strikes. The Service Provider shall communicate all such abnormal working times to TfL within twenty four (24) hours of their occurrence.</p>		
E6.9.22	R1	Mandatory
<p>In the event of a postal dispute, the Service Provider shall make adequate provision for completing all aspects of PCN processing in accordance with the PCN progression timeline as outlined in PCN processing timeline section of this Statement of Requirements. For the avoidance of doubt, all relevant Performance Indicators shall</p>		



continue to apply as detailed in schedule 5: Service Level Agreement.		
E6.9.23	R1	Mandatory
The Service Provider's mail scanning teams shall provide primary Data in the form of Customer communications and payment to the Service Provider's processing teams.		
E6.9.24	R1	Mandatory
The Service Provider shall ensure that the Data is provided to the processing teams in a form that enables them to read, understand and process the information provided.		
E6.9.25	R1	Mandatory
The Service Provider shall provide and operate a mechanism for managing stored incoming mail (along with any attachments).		
E6.9.26	R1	Mandatory
MIS		
The Service Provider shall give all incoming mail a unique identifier prior to scanning and processing.		
E6.9.27	R1	Mandatory
Where batch processing of mail is undertaken, the Service Provider shall apply sufficient and adequate controls such as the use of batch totals and segregation of duties to ensure the completeness and accuracy of input.		

E6.9.28	R1	Mandatory
MIS		
<p>The Service Provider shall be able to process all incoming mail received in relation to PCN processing including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Customer Enquiries and Complaints in relation to the PCN processing services;</li> <li>• Communications in relation to PCN Enforcement; and</li> <li>• PCN payment.</li> </ul>		
E6.9.29	R1	Mandatory
MIS		
<p>If the Customer has stated a preference for postal communication, the Service Provider shall record and comply with the request.</p>		
E6.9.30	R1	Mandatory
<p>The Service Provider shall archive or securely destroy all original correspondence according to appendix 14: Data Retention Policy.</p>		
E6.9.31	R1	Mandatory
<p>The Service Provider shall ensure that all confidential waste is disposed through an accredited secure waste disposal contractor.</p>		
E6.9.32	R1	Mandatory
<p>The Service Provider shall place controls on postal processing activities to ensure that</p>		

incoming correspondence is not misplaced or misallocated.		
E6.9.33	R1	Mandatory
MIS		
The Service Provider shall record the time and date on which documents are received and associate with the relevant document record on the Enforcement Operations System.		
E6.9.34	R1	Mandatory
<p>The Service Provider shall link together multiple items that arrive in the same envelope on the same PCN and/or Customer Record as suitable. These shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• receipt of Representations;</li> <li>• receipt of Enforcement correspondence;</li> <li>• receipt of non-Enforcement correspondence (e.g. Discount application for the Business Operations Service Element); and</li> <li>• cheque payment.</li> </ul>		
E6.9.35	R1	Mandatory
The Service Provider shall have the facility to accept and process batches of Enforcement-related correspondence received from other Service Elements (i.e. the Business Operations Service Element) via the Core IT System.		
E6.9.36	R1	Mandatory
The Service Provider shall verify that all batches of Enforcement-related		

correspondence received from the Core IT System correspond to the log included with the batch.		
E6.9.37	R1	Mandatory
The Service Provider shall raise any discrepancies on batches of Enforcement-related correspondence received from the Core IT System by telephone and email to the relevant Service Element (i.e. Business Operations Service Element) for resolution.		
E6.9.38	R1	Mandatory
Where there is a unique identifier already provided by TfL on the mail, the Service Provider shall ensure that the unique identifier is entered onto the Enforcement Operations System and the incoming mail is linked to the correct existing matching record.		
E6.9.39	R1	FYI
<p>Mail will be returned for reasons which include but are not limited to:</p> <ul style="list-style-type: none"> <li>• addressee gone away;</li> <li>• addressee unknown;</li> <li>• address incomplete;</li> <li>• refused;</li> <li>• no such address;</li> <li>• address inaccessible;</li> <li>• no answer;</li> <li>• not called for; and</li> </ul>		

<ul style="list-style-type: none"> <li>mail returned by a Third Party stating that the recipient is no longer at the address or has gone away and this may be accompanied with a covering letter.</li> </ul> <p>Mail may be returned with the phrase ‘return to sender’ written on the un-opened envelope.</p>		
E6.9.40	R1	Mandatory
MIS		
<p>The Service Provider shall process all returned mail using the same processes as for other mail, including the scanning of the front and back of the envelope, and shall enter it into the Workflow System for action by the appropriate Service Provider team.</p>		
E6.9.41	R1	Mandatory
MIS		
<p>The Service Provider shall process returned mail in accordance with appendix 35: Criteria for Dealing with Returned Mail for Enforcement Operations. As an example, some categories of returned mail shall be investigated by the Service Provider to ascertain the reason for the return. This should include, but not be limited to, verifying that the address details are correct by referencing a postcode database or contacting an occupant of the last known address to request a forwarding address. The Service Provider shall comply with any guidelines provided by TfL from time to time.</p>		
E6.9.42	R1	Mandatory
MIS		
<p>The Service Provider shall process all returned mail by associating the scanned documents with the relevant PCN.</p>		
E6.9.43	R1	Mandatory
MIS		

<p>The Service Provider shall ensure that all returned PCNs with the reason ‘addressee gone away/addressee unknown’ are passed to a tracing team who will attempt to trace the whereabouts of the Registered Keeper/Person Liable by using various databases including but not limited to the electoral roll, TfL customer database, credit reference agencies and council tax records.</p>		
E6.9.44	R1	Mandatory
MIS		
<p>Where an investigation is carried out in accordance with requirement E6.9.43 and a new address is obtained for a returned PCN, the Service Provider shall re-issue the PCN and shall ensure that an event ‘Registered Keeper / Person Liable details updated as a result of tracing investigation’ is recorded on the Enforcement Operations System.</p>		
E6.9.45	R1	Mandatory
<p>The Service Provider shall implement revised mail guidelines following reviews by TfL based on experience gained in providing the services and in line with schedule 10: Contract Management and Reporting.</p>		
E6.9.46	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that where PCN payments, Representations or any other items of post that may affect the progression of a PCN have been received such details are logged and records updated on the day of receipt to ensure that the PCN does not progress at the end of the day.</p>		
E6.9.47	R1	Mandatory

<p>In the event that any items of post are not scanned or processed in accordance with these requirements, the Service Provider shall store such items in a secure location in order to be processed at a later date.</p>		
E6.9.48	R1	Mandatory
MIS		
<p>The Service Provider shall reduce manual input of PCN payment and automate the postal PCN payment process as much as possible. In order to do this, as a minimum, the Service Provider shall make full use of bar codes (or other suitable technology or solution that the Service Provider may propose).</p>		
E6.9.49	R1	Mandatory
<p>The Service Provider shall record cheque numbers onto the Enforcement Operations System and associate it with the relevant PCN(s).</p>		
E6.9.50	R1	Mandatory
<p>The Service Provider shall print, onto the reverse of every cheque received and processed, the relevant PCN number(s) or primary PCN number if insufficient space and date and time of processing.</p>		
E6.9.51	R1	Mandatory
MIS		
<p>The Service Provider shall immediately draw all items of post that contain cash to the attention of a supervisor responsible for witnessing the counting of cash received and the relevant supervisor shall countersign the receipt.</p>		

E6.9.52	R1	Mandatory
MIS		
The Service Provider shall deposit all cash received in the designated TfL account and maintain a log of such transactions.		
E6.9.53	R1	Mandatory
The Service Provider shall be solely responsible for devising suitable batch processes to manage the incoming workload and payments, TfL shall approve such processes and the processes must conform to Good Industry Practice.		
E6.9.54	R1	Mandatory
<p>To ensure high levels of accuracy and ease of reconciliation, the Service Provider shall consider processing batches in payment types including, but not limited to the following:</p> <ul style="list-style-type: none"> <li>• remittances with a cheque for a discount Penalty Charge;</li> <li>• remittances with a cheque for the full Penalty Charge;</li> <li>• remittances with a cheque for the increased Penalty Charge;</li> <li>• remittances with a cheque for the increased plus court fee Penalty Charge;</li> <li>• remittances by credit/debt card for the discount Penalty Charge;</li> <li>• remittances by credit/debit card for the full Penalty Charge;</li> <li>• remittances by credit/debit card for the increased Penalty Charge;</li> <li>• remittances by credit/debit card for the increased plus court fee Penalty Charge;</li> <li>• remittances with a cheque for an amount which is not a standard discount or full payment;</li> </ul>		



<ul style="list-style-type: none"> <li>• multiple remittances with a single cheque;</li> <li>• single remittance with multiple cheques;</li> <li>• remittances with a postal order;</li> <li>• payments without a remittance;</li> <li>• payments where a Receipt has been requested;</li> <li>• unidentified payments; and</li> <li>• payments in other currencies.</li> </ul>		
E6.9.55	R1	Mandatory
<p>The Service Provider shall ensure that each receipted payment batch consists of the corresponding remittance slips and the payments (for example cheque, postal order, etc).</p>		
E6.9.56	R1	Mandatory
<p>The Service Provider shall collate batches in the sequence of remittance slip – cheque, remittance slip – cheque.</p>		
E6.9.57	R1	Mandatory
<p>Where a payment is received from a Customer (via the postal channel) to carry out multiple PCN payments and no or incorrect PCN number(s) are given or the total amount received does not cover the total amount required to complete the transaction, the Service Provider shall make a payment according to the age of the debt with the oldest PCN being paid first.</p>		
E6.9.58	R1	Mandatory

<p>If more than one (1) PCN payment is outstanding, the Service Provider shall ensure that payment is taken only for those PCNs requested by the Customer for payment.</p>		
E6.9.59	R1	Mandatory
MIS		
<p>Where the Service Provider takes part payment against a PCN, the Service Provider shall contact the Customer in writing by first class post within twenty four (24) hours of processing the payment to inform them of the amounts outstanding against all outstanding PCNs due to be paid.</p>		
E6.9.60	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Data scanned by the Service Provider's mail processing teams is available to the Service Provider's other work processing teams. These include, but are not limited to, postal processing, PCN processing and accounting teams.</p>		
E6.9.61	R1	Mandatory
<p>Where the Service Provider requests further information from the Customer, the Service Provider shall retain the requested Documents on the Enforcement Operations System until a response is received from the Customer or until the Service Provider makes a further request for information. The Service Provider shall make such further requests within ten (10) Working Days of the Service Provider's initial request.</p>		
E6.9.62	R1	Mandatory
MIS		

<p>The Service Provider shall ensure that Customer requests made via the post are linked to the corresponding PCN record or that a new Customer Record is created where the request relates to a new Customer without a PCN.</p>		
E6.9.63	R1	Mandatory
MIS		
<p>The Service Provider shall validate postal orders and debit/credit card payments at the same time as entering Customer details. The Service Provider shall communicate payment failure to the Customer within twenty four (24) hours by telephone or by return of post.</p>		
E6.9.64	R1	Mandatory
MIS		
<p>Where the Service Provider requires further information from the Customer before the transaction can be processed, the Service Provider shall attempt to make initial contact with the Customer by telephone followed by other means so as to resolve the situation within forty eight (48) hours of receipt of the transaction request.</p>		
<p><b>6.10 Complaints</b></p>		
E6.10.1	R1	Mandatory
<p>The Service Provider shall process Complaints made in respect of the PCN processing services via the following channels:</p> <ul style="list-style-type: none"> <li>• telephone;</li> <li>• Web;</li> <li>• postal processing; and</li> <li>• email.</li> </ul>		

E6.10.2	R1	Mandatory
<p>The Service Provider shall implement an internal Complaint and escalation procedure for Enforcement-related Complaints and Enquiries. The Service Provider shall ensure that this process allows integration with TfL's Complaints and Enquiries process, currently available on TfL's website.</p>		
E6.10.3	R1	Mandatory
MIS		
<p>The Service Provider shall escalate the following to TfL's PMAs in the first instance:</p> <ul style="list-style-type: none"> <li>• Complaints or Enquiries from MPs, Local Government Ombudsmen and other notable figures of authority, including, but not limited to royalty, senior military personnel and senior trade union representatives;</li> <li>• all media Enquiries or Complaints;</li> <li>• Complaints relating to infringements of the DPA, civil liberties, equality or human rights;</li> <li>• Complaints against the actions of the Service Provider in any regard other than routine Complaints of inadequate Customer service, which shall be addressed in the first instance by the Service Provider;</li> <li>• Complaints against Other Service Providers or Sub-Contractors involved in any of the relevant Scheme(s); and</li> <li>• information requests.</li> </ul>		
E6.10.4	R1	Mandatory
MIS		
<p>The Service Provider shall make available and maintain a Complaints procedure Web page for prospective complainants.</p>		

E6.10.5	R1	Mandatory
<p>The Service Provider shall agree with TfL and make available a Complaints form in accordance with TfL’s corporate website development standards. The current Complaint form template is available on TfL’s website.</p>		
E6.10.6	R1	Mandatory
<p>The Service Provider shall pursue all search avenues to identify the PCN, VRM or Customer Record to which a Complaint(s) relates. If after three (3) days the search is unsuccessful, the Service Provider shall send a letter to the Customer requesting further information to allow the PCN, VRM or Customer Record to be identified.</p>		
E6.10.7	R1	Mandatory
MIS		
<p>Once the correct PCN, VRM or Customer record relating to a Complaint has been identified, the Service Provider shall scan the items of correspondence relating to the Customer and index against the relevant PCN or Customer Record.</p>		

<b>7 OUTGOING CORRESPONDENCE</b>		
<b>Introduction</b>		
<p>Outgoing Correspondence encompasses producing, printing, despatching, receiving and processing various categories of Enforcement correspondence relating to the Schemes. There will be flexibility to tailor the correspondence in order to allow usage with different Contravention Types. Ad-hoc Outgoing Correspondence will be produced for non-standard communications with the Customer.</p>		
<b>7.1 General</b>		
E7.1.1	R1	Mandatory
MIS		
<p>The Service Provider shall produce, print and despatch various categories of Outgoing Correspondence relating to PCN processing services.</p>		
E7.1.2	R1	Mandatory
<p>The Service Provider shall provide the flexibility to tailor the correspondence to be used with different Contravention Types.</p>		
E7.1.3	R1	Mandatory
<p>All Enforcement correspondence produced by the Service Provider shall conform to TfL's requirements as detailed in this section.</p>		
E7.1.4	R1	Mandatory
MIS		

The Service Provider shall produce ad-hoc Outgoing Correspondence for non-standard communications between the Customer and the Service Provider.		
E7.1.5	R1	Mandatory
<p>The Service Provider shall have the ability to provide, on request, Outgoing Correspondence and materials in formats including, but not limited to:</p> <ul style="list-style-type: none"> <li>• plain English;</li> <li>• large print (as specified by the RNIB);</li> <li>• braille; and</li> <li>• audio format.</li> </ul>		
E7.1.6	R1	Mandatory
The Service Provider shall format all printed outputs for the Schemes and other Enforcement processes for which it is responsible for as directed by TfL.		
E7.1.7	R1	Mandatory
The Service Provider shall obtain the prior approval of TfL before printing any output designs and layouts.		
E7.1.8	R1	Mandatory
The Service Provider shall ensure that all Outgoing Correspondence references the relevant Service Provider's PO Box number, PCN payment and Enquiry direct IVR/ACD telephone number and email address.		

E7.1.9	R1	Mandatory
The Service Provider shall inform TfL when it requires Public Information Material for the operation of the Schemes, other Enforcement processes for which it is responsible for and where necessary supply the required Data for the creation of this material.		
E7.1.10	R1	Mandatory
The Service Provider shall enclose a number of leaflets and/or inserts in all items of Outgoing Correspondence at no extra cost to TfL with the exception of additional postage costs and the cost of production/supply of the leaflets.		
E7.1.11	R1	Mandatory
The Service Provider shall provide the facility to enclose leaflets and inserts in all Enforcement Outgoing Correspondence (including PCNs, Charge Certificates and Orders for Recovery).		
E7.1.12	R1	Mandatory
The Service Provider and its appointed printing contractor (where applicable) shall have storage facilities on-site and be responsible for accepting delivery, storing, maintaining and re-ordering bulk volumes of communications and publicity materials relating to the Schemes.		
E7.1.13	R1	Mandatory



<p>The Service Provider shall ensure that the Enforcement Operations System provides a facility for a subset of Users to create freeform Outgoing Correspondence and to send standard (template) Enforcement and non-Enforcement information to Customers.</p>		
E7.1.14	R1	Mandatory
MIS		
<p>The Service Provider shall be able to process all Enforcement Outgoing Correspondence for the Schemes, which include but shall not be limited to:</p> <ul style="list-style-type: none"> <li>• Enquiry responses;</li> <li>• replies to Representations and Enforcement-related letters;</li> <li>• acknowledgement of receipt of Appeals and letters informing the Customer of the status of an Appeal;</li> <li>• payment Receipts;</li> <li>• Charge Certificates;</li> <li>• PCNs;</li> <li>• Notices to Owner;</li> <li>• Enforcement Notices;</li> <li>• Orders for Recovery;</li> <li>• cheques;</li> <li>• Warrants of Execution;</li> <li>• Complaints;</li> <li>• Appeal Packs and evidence; and</li> <li>• underpayment letters,</li> </ul> <p>in accordance with this Statement of Requirements and schedule 5: Service Level Agreement.</p>		

E7.1.15	R1	Mandatory
The Service Provider shall have the functionality to print all relevant documents and Enforcement Outgoing Correspondence in colour when necessary.		
E7.1.16	R1	Mandatory
The Service Provider shall ensure that the page size of mails to be printed is flexible. As a minimum, the Service Provider shall be able to print from A5 to A3.		
E7.1.17	R1	Mandatory
MIS		
The Service Provider shall provide automatic integration of Customer information held on the Enforcement Operations System (such as Customer name, address and PCN details) into standard letter templates.		
E7.1.18	R1	Mandatory
MIS		
The Service Provider shall create personalised letters to Customers and populate such letters with Customer Account Information extracted from the Core IT System and other relevant Data automatically extracted from the appropriate Systems.		
E7.1.19	R1	Mandatory
The Service Provider shall provide details of security arrangements relating to the printing of valuable and/or sensitive items, including, but not limited to:		
<ul style="list-style-type: none"> <li>• cheques;</li> </ul>		

<ul style="list-style-type: none"> <li>• postal orders; and</li> <li>• Enforcement correspondence (including PCNs, Charge Certificates, Orders for Recovery and Warrants of Execution).</li> </ul>		
E7.1.20	R1	Mandatory
<p>The Service Provider shall have the facility to receive and respond to bulk-mailing requests from TfL and other organisations involved in the delivery of the Scheme.</p>		
E7.1.21	R1	Mandatory
MIS		
<p>The Service Provider shall print and despatch all PCNs (received cases where the Registered Keeper/Person Liable is known) in accordance with schedule 5: Service Level Agreement. PCNs and subsequent Enforcement Notices such as Charge Certificates, Orders for Recovery or Warrants of Execution shall be printed either directly by the Service Provider or by a bulk printing facility sourced and managed by the Service Provider at no additional cost to TfL.</p>		
E7.1.22	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that PCNs and all subsequent Enforcement correspondence for each individual offence are printed in the format as approved by TfL and populated with all the required and relevant fields and Data from the Enforcement Operations System specific to that offence.</p>		
E7.1.23	R1	Mandatory
<p>The Service Provider shall draft all letters in accordance with all relevant Legislation</p>		

applicable at the relevant time.		
E7.1.24	R1	Mandatory
<p>Any standard text required on the PCN and all subsequent Enforcement correspondence may be subject to legislative change, a decision made by TfL or a recommendation made by the Adjudication Service or the Service Provider. The Service Provider shall comply with these changes subject to one (1) week's written notice from TfL. The Service Provider shall ensure that any standard text that appears on all PCNs or subsequent Enforcement correspondence that is printed on the pre-printed stationery is Parameterised and flexible for change. Any such changes shall not constitute a Change through schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL.</p>		
E7.1.25	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that it is impossible for Operatives to write an Enforcement letter without the required action being taken on the Enforcement Operations System. For example, the Service Provider shall not despatch a Notice of Rejection without first rejecting the Representation and updating the Enforcement Operations System.</p>		
E7.1.26	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that it is impossible to make an action on the Enforcement Operations System where a letter is required without writing and sending the correct letter. For example, the Service Provider shall not cancel a PCN without the appropriate letter being sent to the Customer.</p>		
E7.1.27	R1	Mandatory

MIS		
<p>The Service Provider shall ensure that any Outgoing Correspondence is sent only to the Registered Keeper/Person Liable or an authorised Third Party for the Vehicle which incurred the Penalty Charge, and where this is a company or if the individual name is not known, the Outgoing Correspondence addresses the Registered Keeper/Person Liable as ‘Sir or Madam’.</p>		
E7.1.28	R1	Mandatory
MIS		
<p>For all letters generated by the Enforcement Operations System, the Service Provider’s operatives shall have the ability to:</p> <ul style="list-style-type: none"> <li>• re-order the sequence of paragraphs;</li> <li>• enter any length of free text into any part of the letter, i.e. no limit;</li> <li>• automatically spell and grammar check the letters using the mandatory and effective integral UK English spell checker unless otherwise stated;</li> <li>• view the letter in a ‘perfect’ print preview format (for the avoidance of doubt, the System shall display the letter on the Operative’s screen exactly as it shall appear in print including page layout when over multiple pages);</li> <li>• print the letter locally and produce multiple copies where required (regardless of whether a bulk printer is employed or not);</li> <li>• easily amend or change the letter and/or its templates entirely if errors are found during subsequent Quality Checking, prior to being committed for bulk print fulfilment;</li> <li>• allow reprint in a similar timely and efficient manner;</li> <li>• store the letter in original and amended formats;</li> <li>• use various fonts, font sizes, colours; and</li> <li>• use bold, italic, bullet points, underlining and numbering anywhere in the body of</li> </ul>		

the letter.		
E7.1.29	R1	Mandatory
The Service Provider shall ensure that the Enforcement Operations System automatically runs a UK English spell and grammar check on all Outgoing Correspondence upon print request. This shall be an integral part of the Enforcement Operations System.		
E7.1.30	R1	Mandatory
For every PCN issued, the Service Provider shall include a double-sided A4 leaflet relevant to the offence(s) committed, the original text of such leaflets and subsequent changes to it to be provided by TfL. Any such changes shall not constitute a Change through schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL. The Service Provider shall comply with these changes subject to one (1) week's written notice from TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.		
E7.1.31	R1	Mandatory
The Service Provider shall use a recognised word processing tool that provides all the editing and printing functionality required for all Outgoing Correspondence. The Service Provider may request TfL's input in choosing such a package.		
E7.1.32	R1	Mandatory
The Service Provider shall include the name and signature of its Personnel who created the correspondence in all Outgoing Correspondence sent to Customers.		

E7.1.33	R1	Mandatory
The Service Provider shall produce Notices of Acceptance and Notices of Rejection in accordance with the relevant business rules as specified in appendix 24: Criteria for Dealing with Representations.		
E7.1.34	R1	Mandatory
The Service Provider shall have the facility to produce and print foreign Outgoing Correspondence where required and shall be responsible for paying the appropriate postage and other costs incurred.		
E7.1.35	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System reports a print request notification and stores print service request notifications for each print request.		
E7.1.36	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System reports a print error notification and provides an automated print service error notification alert whenever a print error occurs.		
E7.1.37	R1	Mandatory
MIS		
The Service Provider shall store all print error notifications.		

E7.1.38	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System has an automated reconciliation process, which shall raise an alarm if the total number of items printed by the Service Provider or the bulk printer differs with the total number of items that the Service Provider or the bulk printer created and despatched.</p>		
E7.1.39	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System automatically instructs the re-print of any letters not printed or which have failed to print in the correct format or have resulted in a printer jam.</p>		
E7.1.40	R1	FYI
MIS		
<p>Failure by the Service Provider to print and despatch items following the appropriate action on the Service Provider's system shall result in Service Failure Deductions in accordance with schedule 5: Service Level Agreement.</p>		
E7.1.41	R1	Mandatory
<p>The Service Provider shall print all Enforcement correspondence with the correct date of issue. For example, a PCN printed on a day after collection of the last post for that day must have an issue date of the next postal collection day.</p>		
E7.1.42	R1	Mandatory
MIS		



The Service Provider shall ensure that the Enforcement Operations System's PCN processing timeline is linked to issue dates rather than printing dates of Enforcement correspondence.		
E7.1.43	R1	Mandatory
MIS		
The Service Provider shall post all Outgoing Correspondence by first class post and frank with the date of the postage, except where otherwise instructed. TfL may direct the Service Provider to use or change to another alternative option as necessary.		
E7.1.44	R1	Mandatory
Where the Service Provider undertakes the printing of the Warrant of Execution, the Service Provider shall print the Warrants of Execution on paper and store securely for collection by a representative of the relevant Bailiff firm.		
E7.1.45	R1	Mandatory
MIS		
The Service Provider shall ensure that all items of Outgoing Correspondence containing free text are subject to a quality and approval review by a Quality Check team as agreed with TfL. The Service Provider's Quality Check team shall finalise the Quality Check process by adding a note or assigning a score on the Enforcement Operations System regarding the standard of the Outgoing Correspondence.		
E7.1.46	R1	Mandatory
MIS		
The Service Provider shall ensure that the Quality Check occurs before the item of Outgoing Correspondence is sent for printing. The Service Provider shall ensure that any Outgoing Correspondence that has failed to meet the required score and does not		

meet the required standards of TfL (by failing) is re-drafted and re-checked by the Quality Check team before it is sent for printing.		
E7.1.47	R1	Mandatory
The Service Provider shall store re-drafted and/or reprinted Correspondence in a format that facilitates consistent feedback and ongoing training for the Quality Check team.		
E7.1.48	R1	Mandatory
MIS		
The Service Provider’s Quality Check team shall provide regular feedback and facilitate a consistent approach to letter writing to the Service Provider’s Personnel by reporting on any changes made.		
E7.1.49	R1	Mandatory
MIS		
The Service Provider shall provide the functionality to permit an authorised supervisor (within the Service Provider’s PCN Payment and Enquiry Service) to update incorrect Registered Keeper/Person Liable details on the Enforcement Operations System and thus permit letters to be created with the correct information.		
E7.1.50	R1	Mandatory
The Service Provider shall provide and maintain a document library that contains standard letter templates and paragraphs for insertion into letters. The standard letters and paragraphs will be provided by TfL or produced by the Service Provider and agreed with TfL. The Service Provider shall provide adequate controls in place to prevent misuse as well as accidental use of letter templates and/or paragraph.		

E7.1.51	R1	Mandatory
<p>All standard letter templates and paragraphs will be subject to review and change by TfL. All such changes shall not constitute a Change through schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL. All changes must be approved by a TfL Enforcement Operations manager and shall be impacted and ready for use by the Service Provider within twenty four (24) hours of receipt of the relevant instructions from TfL.</p> <p>Any changes impacted will not affect any previous Outgoing Correspondence. The Service Provider shall store all previous standard letter templates and paragraphs on the Enforcement Operations System with a clear audit trail detailing when changes were made.</p>		
E7.1.52	R1	Mandatory
<p>The Service Provider shall provide the functionality to locate and retrieve PCN Data (from the Enforcement Operations System) via the relevant Data field which shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• date of issue;</li> <li>• name and address fields;</li> <li>• PCN reference numbers relevant to the notification;</li> <li>• VRM;</li> <li>• relevant event dates;</li> <li>• requests for additional information; and</li> <li>• where relevant, amounts outstanding against the relevant PCNs.</li> </ul>		
E7.1.53	R1	Mandatory

MIS		
The Service Provider shall update the Registered Keeper/Person Liable names and addresses only where the required evidence has been received for a change of details.		
E7.1.54	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System allows the name and address of the Registered Keeper/Person Liable in the Outgoing Correspondence to be updatable under all circumstances, for example where the Registered Keeper/Person Liable is deceased.		
<b>7.2 Ad-hoc Correspondence</b>		
E7.2.1	R1	Mandatory
The Service Provider shall translate all non-English Enforcement incoming correspondence and appropriate evidence into English.		
E7.2.2	R1	FYI
The Service Provider is not required to translate bespoke Outgoing Correspondence from English into any other language.		
E7.2.3	R1	Mandatory
Whenever the Service Provider receives a letter relating to a case where a Warrant of Execution has been issued, the Service Provider shall contact the relevant Bailiff on the same day that the letter is received, to inform them to suspend progression with the		

case until the Service Provider has responded to the letter.

## 8 CLAMP, REMOVAL AND POUND MANAGEMENT MODULE

### Introduction

Clamp, Removal and Pound management deals with searching for Persistent Evader Vehicles via the OSE Service Provider. Where such Vehicles are found, they will be clamped, removed and taken to the Pound. Persistent Evader Vehicles will be stored at the Pound until the Registered Keeper / Person Liable makes the appropriate payment(s). If the Registered Keeper / Person Liable fails to make the appropriate payment(s) within the given time limit, the Vehicle will be disposed of and any resulting income from the disposal of the Vehicle will be used to pay the outstanding debt. Where applicable, any balance remaining will be refunded to the Registered Keeper / Person Liable.

### 8.1 General

E8.1.1	R1	Mandatory

The Service Provider shall provide the OSE Service Provider with a Clamp, Removal and Pound management module that will be an integral part of the Enforcement Operations System.

E8.1.2	R1	Mandatory
MIS		

The Service Provider shall be responsible for:

- updating the lists of Persistent Evaders on a daily basis;
- recording any action recorded by the OSE Service Provider against a Persistent Evader; and

<ul style="list-style-type: none"> <li>reflecting all such Data against relevant PCNs.</li> </ul> <p>The Service Provider shall ensure that all such Data is available to view by Service Provider’s Personnel and Customers via the Web channel.</p>		
E8.1.3	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System generates lists of Persistent Evaders of the various Scheme(s) that the Service Provider is responsible for enforcing.</p>		
E8.1.4	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System shall have the functionality to classify a Persistent Evader of individual Scheme(s) that the Service Provider is responsible for enforcing. For example, a Vehicle with two (2) Congestion Charging Scheme PCNs outstanding and one (1) LEZ Scheme PCN outstanding may or may not be classified as a Persistent Evader and the Enforcement Operations System shall have flexible functionality for the generation of the relevant Persistent Evader lists depending on TfL policy at the time.</p>		
E8.1.5	R1	Mandatory
<p>The Service Provider shall make Persistent Evader lists available for viewing and downloading by the OSE Service Provider through a Web-enabled Interface or any other technical solution agreed with TfL and the OSE Service Provider. Such a solution could be a remote terminal connected via a dedicated communications link which would enable the Persistent Evader list to be downloaded onto a hand-held computer terminal or mobile camera unit.</p>		

E8.1.6	R1	Mandatory
The Service Provider shall be responsible for providing the Persistent Evader list Interface.		
E8.1.7	R1	Mandatory
The Service Provider shall ensure that the Web-enabled Interface (or other agreed technical solution) is available to the OSE Service Provider through secure access.		
E8.1.8	R1	Mandatory
The Service Provider shall make available up to fifty (50) User licences for the OSE Service Provider to access the Clamp, Removal and Pound management module within the Enforcement Operations System.		
E8.1.9	R1	Mandatory
The Service Provider shall control access to the Clamp, Removal and Pound management module in consultation with the OSE Service Provider and TfL.		
E8.1.10	R1	Mandatory
MIS		
The Service Provider shall administer User names, logins and provide technical support to the OSE Service Provider for the Term of the Agreement.		
E8.1.11	R1	Mandatory

MIS		
<p>The Service Provider shall provide the OSE Service Provider and TfL with User usage reports on a Monthly basis, which, as a minimum shall identify:</p> <ul style="list-style-type: none"> <li>• the total number of active Users,</li> <li>• summary of usage for each User and,</li> <li>• new Users added and removed during the reporting Month.</li> </ul>		
E8.1.12	R1	Mandatory
MIS		
<p>The Service Provider shall add or remove User access within twenty four (24) hours of notification by an authorised member of OSE Service Provider’s or TfL’s Personnel.</p>		
E8.1.13	R1	Mandatory
<p>The Service Provider shall ensure that the Clamp, Removal and Pound management module provides the OSE Service Provider with the functionality to export the Persistent Evader list in various formats including CSV, Microsoft Excel, etc.</p>		
E8.1.14	R1	Mandatory
<p>The Service Provider shall ensure that the Persistent Evader list export facility is flexible and configurable to the OSE Service Provider in order that export may be carried out depending on various factors including:</p> <ul style="list-style-type: none"> <li>• all Persistent Evaders of all Schemes;</li> <li>• Persistent Evaders of each Contravention Type;</li> <li>• Persistent Evaders created within a start and end date; and</li> <li>• Persistent Evaders with the most recent offence after a specified date.</li> </ul>		



E8.1.15	R1	Mandatory
MIS		
<p>The Clamp, Removal and Pound management module shall have the facility for the OSE Service Provider to update an Enforcement Action against any Persistent Evader. The Enforcement Actions that the OSE Service Provider may need to record against a Persistent Evader include:</p> <ul style="list-style-type: none"> <li>• authorised for clamping;</li> <li>• authorised for removal;</li> <li>• authorised for de-clamping;</li> <li>• authorised for release from Pound;</li> <li>• gone on arrival;</li> <li>• driver returned;</li> <li>• clamped (where clamped action is applied, the Enforcement Operations System shall automatically generate an additional clamping charge which shall be a flexible Parameter which can be set to any amount up to five hundred pounds (£500));</li> <li>• de-clamped – paid;</li> <li>• de-clamped – payment waived;</li> <li>• de-clamped – removed (where this action is made then the Enforcement Operations System shall automatically generate an additional removal charge which shall be a flexible Parameter, which can be set to any amount up to five hundred pounds (£500));</li> <li>• de-clamped – unauthorised;</li> <li>• removed;</li> <li>• en-route to Pound;</li> <li>• impounded (where impounded the Enforcement Operations System shall require the OSE Service Provider to select a Pound from a list populated by the OSE</li> </ul>		

<p>Service Provider which shall contain the name, address and contact details of each individual Pound);</p> <ul style="list-style-type: none"> <li>• released – paid;</li> <li>• released – payment waived;</li> <li>• released – unauthorised;</li> <li>• de-canted (where de-canted the Enforcement Operations System shall require the OSE Service Provider to select new Pound details);</li> <li>• scrapped (where scrapped the Enforcement Operations System shall require the OSE Service Provider to select a scrap dealer from a list populated by the OSE Service Provider which shall contain the name, address and contact details of each individual scrap dealer); and</li> <li>• auctioned (where auctioned the Enforcement Operations System shall require the OSE Service Provider to select an auction house from a list populated by the OSE Service Provider which shall contain the name, address and contact details of each individual auction house).</li> </ul>		
E8.1.16	R1	Mandatory
MIS		
<p>The Service Provider shall log each action against all relevant PCNs relating to the Persistent Evader on the Enforcement Operations System and shall make this available to Customers through the Web channel and all Service Provider Personnel via access to the Enforcement Operations System.</p>		
E8.1.17	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System automatically generates a time and date for each action, which will be the time the relevant action occurred. The Service Provider shall provide functionality for this time and date to be manually entered or amended. Where the date and time is manually</p>		

<p>entered or amended the Service Provider shall ensure there are sufficient notes on the Enforcement Operations System for this to be readily identified.</p>		
E8.1.18	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System has the functionality to add additional actions that may or may not attract an additional charge to be raised against the Persistent Evader if the action is selected. Such additional actions shall be subject to approval by TfL but shall not constitute a Change through schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL.</p>		
E8.1.19	R1	Mandatory
MIS		
<p>For any impounded Vehicle, the Service Provider shall ensure that the Enforcement Operations System adds a storage charge at midnight following the day of removal for each Vehicle in the Pound and thereafter every twenty four (24) hours for each day it remains in the Pound.</p>		
E8.1.20	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System provides the OSE Service Provider with a Pound and payment module to assign a Pound space number to a Vehicle once impounded.</p>		
E8.1.21	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System provides the OSE Service Provider with the functionality to update Pound space numbers but</p>		

shall not allow more than one (1) Vehicle to occupy one (1) Pound space number.		
E8.1.22	R1	Mandatory
The Service Provider shall ensure that the Enforcement Operations System has a degree of logic that prevents an action to be recorded against a Vehicle which is not actually possible. For example, it should not be possible to record the release of a Vehicle unless such Vehicle has previous record of clamp or removal.		
E8.1.23	R1	Mandatory
The Service Provider shall ensure that the Enforcement Operations System allows any logic to be overridden by a member of the OSE Service Provider Personnel but any such override must require the entry of text that is stored against the Persistent Evader, which explains why the override has been made.		
E8.1.24	R1	Mandatory
The Service Provider shall ensure that the Enforcement Operations System shall provide the OSE Service Provider with the facility to accept payment for Penalty Charges at any stage, unless previously stated, even where they are not related to a Persistent Evader.		
E8.1.25	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System is able to take record of and reflect any payment accepted and entered by the OSE Service Provider.		

E8.1.26	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System’s payment function presents the OSE Service Provider with a list of all PCNs (relating to the Persistent Evader actions) which requires payment before release.</p>		
E8.1.27	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System presents the OSE Service Provider with an option to include additional PCNs relating to the same Vehicle, which are not included in the Persistent Evader record (e.g. PCNs issued to the Vehicle still at discount status).</p>		
E8.1.28	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System’s payment function requires the payment of all outstanding PCNs before Vehicle release but has an override functionality that enables the OSE Service Provider to accept payment for a selection of the PCNs or none at all and at different values than those currently outstanding.</p>		
E8.1.29	R1	Mandatory
MIS		
<p>Where such an override facility is used then the Service Provider shall ensure that the Enforcement Operations System records the reasons for the override and the operator ID, and will be generated in a daily report.</p>		
E8.1.30	R1	Mandatory

MIS		
<p>Where the OSE Service Provider releases a Vehicle (with TfL authorisation) without charge due to an error by the Service Provider or an Other Service Provider, the Service Provider shall ensure that the Enforcement Operations System flags the case up for internal investigation.</p>		
E8.1.31	R1	Mandatory
MIS		
<p>The Service Provider shall investigate relevant internal cases and take appropriate action such as cancelling the PCNs and notifying the Business Operations Service Element of any matter that requires its action.</p>		
E8.1.32	R1	Mandatory
<p>The Service Provider shall ensure that for a clamped or removed Vehicle, the Persistent Evader shall not be able to make payment for single or multiple PCNs through the Contact Centre or Services Wesbite unless a complete payment has been made for all the outstanding PCNs and associated charges.</p>		
E8.1.33	R1	Mandatory
<p>Where a Vehicle is clamped or removed, the Service Provider shall ensure that the default position is that full payment for all outstanding PCNs and all other Enforcement charges relevant to the particular Contravention Type is paid before release.</p>		
E8.1.34	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System allows the</p>		

<p>OSE Service Provider to record the relevant payment details and methods in the same way that a payment is processed by the Service Provider via the Contact Centre and allows the amendment of Registered Keeper/Person Liable details in the same way as is available via other areas of the Enforcement Operations System.</p>		
E8.1.35	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System allows the OSE Service Provider to record proof of identity against an Enforcement transaction.</p>		
E8.1.36	R1	FYI
MIS		
<p>The OSE Service Provider shall be responsible for processing cash, credit and debit card payments and shall use their own merchant acquirer services.</p>		
E8.1.37	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System requires the entry of all relevant payment details by the OSE Service Provider.</p>		
E8.1.38	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System generates a single Receipt following the processing of any payments. The Receipt shall include a detailed breakdown of all charges paid (including PCNs and additional Enforcement charges).</p>		
E8.1.39	R1	Mandatory

<p>The Service Provider shall ensure that the Enforcement Operations System allows the OSE Service Provider to reprint any Penalty Charges raised or PCNs issued that is associated with a Persistent Evader.</p>		
E8.1.40	R1	Mandatory
<p>The Service Provider shall provide the OSE Service Provider with a suitable scanner or electronic Interface to upload Images of Vehicles, which the OSE Service Provider has enforced, and paperwork relating to the Clamp, Removal or disposal of a Vehicle.</p>		
E8.1.41	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System requires the OSE Service Provider to associate uploaded Images and documents to a particular Persistent Evader.</p>		
E8.1.42	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that any documents uploaded by the OSE Service Provider and associated to a Persistent Evader are linked to the relevant PCNs and made available for viewing by the Customer via the Services Website and by all relevant Service Provider Personnel.</p>		
E8.1.43	R1	Mandatory
MIS		
<p>Where the OSE Service Provider records that a Vehicle has been scrapped or auctioned, the Service Provider shall ensure that the Enforcement Operations System</p>		



allows the OSE Service Provider to record the amount received for such disposal and record this information against the relevant Persistent Evader record.						
E8.1.44	R1					Mandatory
MIS						
The Service Provider shall ensure that the Enforcement Operations System has the ability to accommodate and has flexible and variable Parameters for penalties, Clamp, Removal and storage charges for each Contravention Type. For example:						
Contravention Type	PCN Discounted	PCN Full	PCN Increased	Clamp	Removal	Storage
<b>Congestion Charging</b>	£50	£100	£150 or £155	£65	£160	£25
<b>LEZ</b>	£500	£1000	£1500 or £1505	£200	£400	£50
<b>TGB</b>	£40	£80	£120 or £125	£50	£150	£15
E8.1.45	R1					Mandatory
MIS						
Where the Service Provider is responsible for the issuing of PCNs for a particular Contravention Type, the Service Provider shall set all the relevant Parameters related to such Contravention Types. Such Parameters are subject to amendments as instructed by TfL. Any such changes shall not constitute a Change through schedule 9: Change Control Request Procedure and shall not incur any additional cost to TfL. For the avoidance of doubt, the Service Provider is not authorised to make any such changes without formal approval from TfL.						

E8.1.46	R1	Mandatory
MIS		
<p>Where the Service Provider is not responsible for the issuing of PCNs (e.g. DVLA Enforcement), then the OSE Service Provider is responsible for maintaining the correct fees and the Service Provider shall ensure that it has the ability to add new regimes or amend the Penalty Charges for any regime under its control using the Web Interface provided by the Service Provider.</p>		
E8.1.47	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System has the ability to communicate (in real-time) with remote units including but not limited to clamping vans, removal vans and hand-held computer terminals. The information to be relayed in real time will include but not be limited to job allocation (the VRM and location of Vehicles to be clamped and/or removed), the update of events as previously specified, confirmation that an Enforcement Notice has been issued and service messages.</p>		
E8.1.48	R1	Mandatory
<p>Where an Enforcement Notice has been issued by the OSE Service Provider and the notification received by the Enforcement Operations System, the Service Provider shall make and store on the Enforcement Operations System (against the relevant Persistent Evader), an exact copy of the Enforcement Notice.</p>		
E8.1.49	R1	Mandatory
<p>Where a payment has been received, or a Vehicle released without payment, the</p>		

Service Provider shall ensure that the Enforcement Operations System prints off a 'Representation against clamping' form (populated with the relevant PCN numbers).		
E8.1.50	R1	FYI
The 'Representation against clamping' form (populated with the relevant PCN numbers) will be handed by the OSE Service Provider to the payee/Person Liable at the time of collection of the Vehicle or, in instances where payment is not made in person, sent to the payee/Person Liable address using the bulk printer facility.		
E8.1.51	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System is able to automatically identify relevant letters required in the OSE Service Provider process including, but not limited to:</p> <ul style="list-style-type: none"> <li>• initial disposal notice to Registered Keeper/Person Liable;</li> <li>• final disposal notice to Registered Keeper/Person Liable; and</li> <li>• notification of disposal to Registered Keeper/Person Liable.</li> </ul>		
E8.1.52	R1	Mandatory
<p>Prior to the generation of the initial notice to the Registered Keeper/Person Liable, the Service Provider shall ensure that the Enforcement Operations System requests (via the on-line DVLA enquiry functionality) the current Registered Keeper/Person Liable of the Vehicle that has been clamped and removed. Where the Registered Keeper/Person Liable is different to the Registered Keeper/Person Liable details already held on the Enforcement Operations System, the Enforcement Operations System shall automatically be amended by the Service Provider to reflect the new Registered Keeper/Person Liable details.</p>		

E8.1.53	R1	Mandatory
<p>All Outgoing Correspondence identified as ready for remittance shall be flagged for approval by the OSE Service Provider and all subsequent Outgoing Correspondence shall be sent to the new Registered Keeper/Person Liable details.</p>		
E8.1.54	R1	Mandatory
<p>The Service Provider shall generate all Outgoing Correspondence via the bulk printing facility.</p>		
E8.1.55	R1	Mandatory
<p>The Service Provider shall provide, install and maintain for the Term of the Agreement an In Vehicle Clamping and Removal System (IVCR) Software package for use in no less than four (4) mobile enforcement units. The IVCR will be used by the OSE Service Provider using Hardware which they will be responsible for providing and maintaining.</p>		
E8.1.56	R1	Mandatory
<p>The Service Provider shall install, maintain and support additional copies of the IVCR to support additional mobile enforcement units as and when requested through schedule 9: Change Control Request Procedure and at no additional cost to TfL.</p>		
E8.1.57	R1	Mandatory
<p>The IVCR shall connect the mobile enforcement units to the main Enforcement</p>		

Operations System provided by the Service Provider in real-time and, as a minimum, shall enable the following:

- the uploading of up to date Persistent Evader lists directly onto the mobile enforcement units to enable the OSE Service Provider to link such lists to the ANPR software to identify Persistent Evaders;
- the uploading of up to date Penalty Charge information directly onto the mobile enforcement units to enable the OSE Service Provider to link such lists to the ANPR software to identify Vehicles that have one (1) or more Penalty Charges applicable to an identified Vehicle;
- allow the verification of identified Persistent Evaders to check and ensure, post identification of a Persistent Evader but prior to Enforcement, that the Vehicle remains a Persistent Evader according to the main Enforcement Operations System provided by the Service Provider. For example, if a payment has been made for PCNs that alter the Persistent Evader status of a Vehicle, or the current Registered Keeper/Person Liable details held by the DVLA are different to those held on the Enforcement Operations System of the Registered Keeper / Person Liable, then this check shall identify that the Vehicle is no longer a Persistent Evader and that Enforcement action should not be taken;
- the updating of the status and exact time of a Persistent Evader action and all relevant PCNs on the Enforcement Operations System to "Clamped", "Removed", "De Clamped" and "Gone On Arrival" and any other relevant status that the Service Provider may feel is appropriate; and
- The ability for the OSE Service Provider to issue Penalty Charge Notices for the relevant contraventions to an identified PC Vehicle (a Vehicle which is identified as having one or more Penalty Charges outstanding).

For the avoidance of doubt, the Enforcement System and In Vehicle Clamping and Removal System shall provide the OSE Service Provider with the ability to issue a valid Penalty Charge Notice in accordance with E4.6.12 for previous contraventions which the Service Provider has been unable to issue a Penalty Charge Notice due to the absence of Registered Keeper/Person Liable details from the DVLA.

E8.1.58	R1	Mandatory
<p>The Service Provider shall provide the functionality, as part of the IVCR, for the OSE Service Provider to print and issue a new, valid PCN (an OSE-PCN) in accordance with E4.6.12 for the relevant contraventions to an identified Penalty Charge Vehicle (a Vehicle which is identified as having one (1) or more Penalty Charges outstanding) to which the Service Provider has been unable to issue a PCN due to the absence of Registered Keeper / Person Liable details from the DVLA.</p> <p>The OSE-PCN shall be in a format to be agreed by TfL.</p>		
E8.1.59	R1	Mandatory
<p>The date of issue for the OSE-PCNs shall change the status of the PCN on the Service Provider's Enforcement Operations System and other interfaced Systems as required (e.g. Core IT System) to a PCN with status 'PCN served on-street' and shall "reset" the PCN timeline to the same point as that used for recording the date of issue of Service Provider issued PCNs.</p>		
E8.1.60	R1	Mandatory
<p>OSE-PCNs shall increase to Charge Certificate stage in the same manner as a Service Provider issued PCN but the Service Provider shall not be required to issue a Charge Certificate or progress beyond this point in the PCN timeline (i.e. will be removed from batches sent to TEC) in respect of OSE-PCNs.</p>		
E8.1.61	R1	Mandatory
<p>Payment for OSE-PCNs shall be accepted by the Service Provider and</p>		

Representations and Appeals against OSE-PCNs shall be the responsibility of the Service Provider.

The OSE Service Provider shall also be able to accept payment for such PCNs through the Clamp, Removal and Pound management module provided by the Service Provider.

E8.1.62	R1	Mandatory
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The Service Provider shall be required to provide the specification and details of the Hardware that the OSE Service Provider shall need to provide to operate the IVCR and print PCNs.

## 9 FACILITIES, PERSONNEL, STAFFING AND TRAINING

### Introduction

The efficiency and success of the Enforcement Operations is greatly dependent upon the appropriate staffing and training approach undertaken by the Service Provider. The Service Provider is expected to create an organisational structure that allows the timely and accurate processing of PCNs and a consistently high level of service to the Customer.

Recruitment, induction training, regular feedback and communication from supervisory Personnel and Data sharing amongst the various team members will be required in order to achieve a consistently high level of service.

TfL is committed to such endeavours and shall request regular feedback on the current staffing and training from the Service Provider. TfL will provide a number of PMAs (based “on site”) who will be responsible for providing support to the PCN processing service and who will undertake regular monitoring activities and provide feedback to the Service Provider.

### 9.1 Facilities

E9.1.1	R1	Mandatory

The Service Provider shall provide and support permanent, dedicated access (together with appropriate security measures and disabled access) at the Premises for a minimum of twenty five (25) Enforcement Operations TfL Personnel. The location and suitability of these facilities requires approval by TfL.

This provision shall include, but not be limited to:

- desks;
- MS Office workstations;

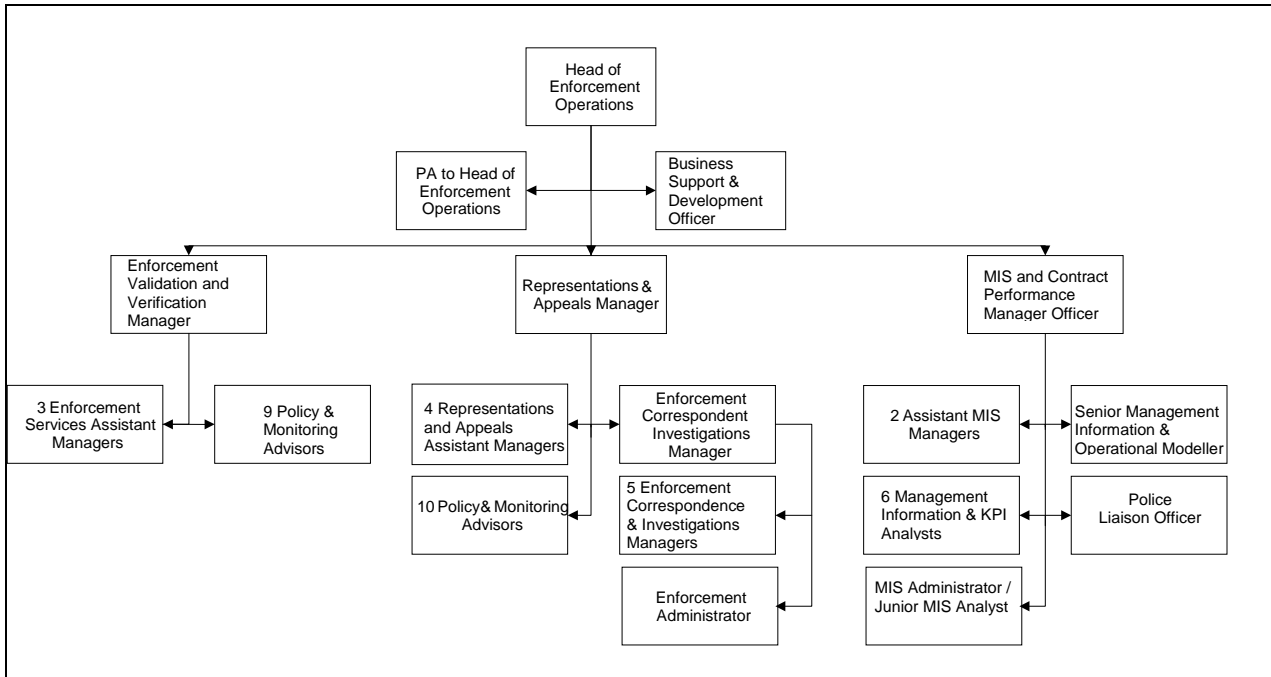


- Pedestal units;
- supporting Hardware;
- supporting Software;
- scanners;
- letter quality printers;
- fax;
- ISDN lines;
- access to TfL network;
- access to suitable toilet, shower facilities and changing areas;
- lockable storage facilities for personal belongings, consumable items (e.g. stationery) and equipment;
- dedicated storage facilities for Case Files and other items of sensitivity;
- kitchen and communal rest areas including access to facilities for meal breaks and TfL Personnel briefings;
- dedicated meeting room capable of holding twelve (12) people each;
- one (1) parking space for each Authorised TfL Personnel member;
- sufficient parking spaces for visiting TfL Personnel; and
- use of on-site facilities, available to the Service Provider’s Personnel at the Premises.

E9.1.2	R1	Mandatory

The Service Provider shall make such facilities (for TfL Personnel) available on a 24/7 basis, regardless of the Contact Centre Working Hours, for the benefit of those authorised TfL Personnel on site outside of normal Working Hours.

E9.1.3	R1	Mandatory
<p>The Service Provider shall ensure that any leases entered into in respect of accommodation in relation to the Services are in its own name and secured for the Initial Term with the option to extend to the maximum Term of this Agreement or other specified period as agreed with TfL.</p>		
<p><b>9.2 Organisation</b></p>		
E9.2.1	R1	Mandatory
<p>The Service Provider shall structure its organisation to enable clear, accurate and regular communication between its Personnel and TfL’s Personnel.</p>		
E9.2.2	R1	FYI
<p>The current TfL Enforcement Operation team structure is outlined in Figure 7.</p> <p>Figure 7: Current Enforcement Operations Team Structure</p>		



E9.2.3	R1	Mandatory

The Service Provider shall nominate a person responsible for the delivery of Enforcement Operations who shall be available for contact by TfL at all times (24/7).

E9.2.4	R1	Mandatory

The Service Provider shall advise TfL on a rolling weekly basis of the name and contact details of the appointed individual responsible for the delivery of the Enforcement Operations and available for contact by TfL at all times.

**9.3 Service Provider Recruitment and Staffing**

E9.3.1	R1	Mandatory

*[Removed as requirement is covered by Z14.3.2]*

E9.3.2	R1	Mandatory
<i>[Removed as requirement is covered by Z14.3.4]</i>		
E9.3.3	R1	Mandatory
<i>[Removed as requirement is covered by Z14.3.5]</i>		
E9.3.4	R1	Mandatory
<i>[Removed as requirement is covered by Z14.3.6]</i>		
E9.3.5	R1	Mandatory
<i>[Removed as requirement is covered by Z14.3.8]</i>		
<b>9.4 Service Provider Personnel Training</b>		
E9.4.1	R1	Mandatory
<p>The Service Provider shall provide all necessary induction and on-going training and supporting materials to all its Personnel for any changes required as a result of operating the Enforcement Operations. For the avoidance of doubt, this shall include, but shall not be limited to: FAQs; intranet pages; CSR screen guidance; mail room item tracking and scanning; Customer service; Contact Centre guidelines; and training and materials relevant to Enforcement Operations.</p>		
E9.4.2	R1	Mandatory

<i>[Removed as requirement is covered by Z14.4.2]</i>		
E9.4.3	R1	Mandatory
<i>[Removed as requirement is covered by Z14.4.3]</i>		
E9.4.4	R1	Mandatory
<p>The Service Provider shall prepare, deliver and maintain on an on-going basis appropriate training procedures for each of their teams as detailed in their proposed organisation structure. The Service Provider shall ensure that the training procedure is in accordance with the applicable Legislation. This shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Manual Checks;</li> <li>• PCN processing;</li> <li>• Representations;</li> <li>• Appeals; and</li> <li>• Debt Recovery.</li> </ul>		
E9.4.5	R1	Mandatory
<i>[Removed as requirement is covered by Z14.4.10]</i>		
E9.4.6	R1	Mandatory
<p>The Service Provider shall submit to TfL for its approval a high-level training strategy for all Personnel involved in the delivery of the Enforcement Operations. This strategy</p>		

shall include, but not be limited to, the Service Provider's approach to training and its proposals on induction training, periodic refresher training and Personnel development training.		
E9.4.7	R1	Mandatory
The Service Provider shall submit to TfL for its approval on a six (6) Monthly basis a detailed Training Plan for all Personnel involved in the delivery of Enforcement Operations. The plan shall include, but not be limited to, the Service Provider's approach to training and its proposals on induction training, periodic refresher training and Personnel development training.		
E9.4.8	R1	Mandatory
The Service Provider shall deliver introductory and on-going training on a regular basis to TfL's Personnel in the use of the Enforcement Operations System.		
E9.4.9	R1	Mandatory
The Service Provider shall devise and implement training (including ongoing training, for the Service Provider's Personnel and nominated TfL Personnel) on new technology, where a technology change is necessary for the provision of Enforcement Operations.		
<b>9.5 TfL Personnel and Training</b>		
E9.5.1	R1	Mandatory
<i>[Removed as requirement is covered by Z14.5.1]</i>		

E9.5.2	R1	Mandatory
<i>[Removed as requirement is covered by Z14.5.2]</i>		
E9.5.3	R1	Mandatory
<i>[Removed as requirement is covered by Z14.5.3]</i>		
E9.5.4	R1	Mandatory
<i>[Removed as requirement is covered by Z14.5.4]</i>		

<b>10 TECHNICAL</b>		
<b>Introduction</b>		
This section covers generic technical requirements for the Enforcement Operations System.		
<b>10.1 Conceptual Data Model</b>		
E10.1.1	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System includes the following non-exhaustive list of conceptual Data constructs:</p> <ul style="list-style-type: none"> <li>• Customer;</li> <li>• refund;</li> <li>• PCN;</li> <li>• PCN states and status;</li> <li>• notice events;</li> <li>• Penalty Charge payments;</li> <li>• Documents;</li> <li>• address (PAF compatible);</li> <li>• Vehicle (VRM, make and model);</li> <li>• Contravention; and</li> <li>• Evidential Record (encrypted package of five (5) Vehicle Images together with Data consisting of a VRM and capture location details).</li> </ul>		
E10.1.2	R1	Mandatory



The Service Provider shall ensure that the Enforcement Operations System allows query access against each of the conceptual entities by any attribute(s).		
<b>10.2 Components of the System</b>		
E10.2.1	R1	Mandatory
MIS		
The Service Provider shall participate in migration activities to the Core IT System.		
E10.2.2	R1	Mandatory
MIS		
The Service Provider shall migrate Penalty Charge records from the Central Document Management Repository managed by the Core IT System whilst carrying out Data cleansing as required. It is anticipated that around two million (2,000,000) records shall require migration from the old Service Provider to the Enforcement Operations System. In addition, archived Penalty Charge records totalling around one million (1,000,000) shall require migration and a mechanism shall be provided for viewing the archived records.		
E10.2.3	R1	Mandatory
MIS		
The Service Provider shall maintain a policy for archiving of Penalty Charge records together with the related document records and financial records in accordance with TfL's Data Retention Policy.		
E10.2.4	R1	Mandatory

<p>The Service Provider shall ensure that the Enforcement Operations System provides Interfaces to TfL and Third Parties as described in appendix 27: Interface Catalogue.</p>		
E10.2.5	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System stores and allows access copies of encrypted Evidential Records received from the Core IT System.</p>		
E10.2.6	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System allows printing of original encrypted Evidential Records for use in Appeal Packs via an isolated and secure Interface to the Core IT System’s Evidential Record WORM storage systems. This is an essential requirement for the preservation of Evidential Integrity through all Enforcement processes.</p>		
E10.2.7	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System has the ability to decrypt Evidential Records but not the functionality to edit or amend Images or edit the interpreted VRM. Any required VRM reinterpretation will be performed by the relevant Detection and Enforcement Infrastructure Service Provider.</p>		
E10.2.8	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System provides sufficient capacity to support the number of Users required to meet the Service Levels</p>		

set out in schedule 5: Service Level Agreement.		
E10.2.9	R1	Mandatory
The Service Provider shall ensure that the Enforcement Operations System has integrated general ledger systems and integrates with the Service Provider's finance system to manage receipt and banking of all appropriate PCN payments.		
E10.2.10	R1	Mandatory
MIS		
The Service Provider shall ensure that the Enforcement Operations System has an integrated PCN Payment and Enquiry website, accessible to the public, which allows Data inputs into and queries of the Enforcement Operations System.		
E10.2.11	R1	Mandatory
MIS		
The Service Provider shall provide an integrated Workflow system which shall allow tasks assignment to specific Users or to groups of Users.		
E10.2.12	R1	Mandatory
MIS		
The Service Provider shall integrate its Workflow system with a Document Management System in order to facilitate the processing of stored Documents e.g. tasks to process incoming Documents shall be created upon receipt of incoming correspondence.		
E10.2.13	R1	Mandatory
MIS		

<p>The Service Provider shall ensure that the Workflow system allows management of Workflow queues and User access to the queues, including re-allocation of items between Users and queues.</p>		
E10.2.14	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Workflow system provides tools to monitor and report on the progress of Workflow tasks. This shall include the facility to provide an automated alert if an incoming Document has not been processed within an agreed Parameterised timescale, currently twenty four (24) hours.</p>		
E10.2.15	R1	Mandatory
<p>The Service Provider shall ensure that the Workflow System allows those with the requisite authority to:</p> <ul style="list-style-type: none"> <li>• view and action tasks in any Workflow queue; and</li> <li>• allocate tasks from one (1) member of Personnel to another.</li> </ul>		
E10.2.16	R1	Mandatory
<p>The Service Provider shall ensure that the Workflow System provides a mechanism to prevent tasks being assigned to members of Personnel who are either no longer employed by the Service Provider or not available to action tasks within the required timescales.</p>		
E10.2.17	R1	Mandatory
<p>The Service Provider shall store all incoming and outgoing Documents in the format</p>		

received.		
E10.2.18	R1	Mandatory
The Service Provider shall scan all incoming Documents received in paper format before being stored. For the avoidance of doubt, this shall include but not be limited to cheques, envelopes and payment slips.		
E10.2.19	R1	Mandatory
MIS		
The Service Provider shall ensure that the communications and documents received by the Service Provider or sent to the Service Provider via email or electronic fax shall be stored electronically in the Document Management System.		
E10.2.20	R1	Mandatory
The Service Provider shall carry out migration of scanned document Images from the Central Document Management Repository managed by the Core IT System, and shall link the Document images to the Penalty Charge records to which they relate.		
E10.2.21	R1	Mandatory
MIS		
The Service Provider shall archive Document images along with related Penalty Charge records in accordance with schedule 15: Information Compliance.		
E10.2.22	R1	Mandatory
MIS		
The Service Provider shall ensure that the time and date on which Documents are first		

received and then scanned are recorded in the Document Management System and associated with each Document record.		
E10.2.23	R1	Mandatory
The Service Provider shall ensure that all items held in the Document Management System are linked to the related Customer, PCN and VRM record(s) held on the Enforcement Operations System.		
E10.2.24	R1	Mandatory
The Service Provider shall ensure that all incoming Documents or correspondence stored in the Document Management System are associated with the appropriate Workflow queue for processing.		
E10.2.25	R1	Mandatory
MIS		
The Service Provider shall ensure that the Document Management System can scan, save and retrieve Documents such that the associated transactions are processed in accordance with the Performance Indicators detailed in schedule 5: Service Level Agreement.		
E10.2.26	R1	Mandatory
The Service Provider’s IVR system shall allow calls that have been re-routed from other relevant IVR systems to be received and processed within the Enforcement Operations IVR system as specified by TfL.		
E10.2.27	R1	Mandatory

The Service Provider's IVR system shall allow calls to be re-routed to other relevant IVR systems for processing as specified by TfL.		
E10.2.28	R1	Mandatory
The Service Provider shall ensure that the IVR operates using keypad based responses from the Customer. The Service Provider may also offer voice recognition based capability but only as an addition to keypad based response.		
E10.2.29	R1	Mandatory
Where a Customer does not have touch-tone telephone allowing keypad based responses, the Service Provider shall ensure that the Customer's call is routed directly to a CSR.		
E10.2.30	R1	Mandatory
The Service Provider shall update the information on the PCN Payment and Enquiry website within no more than one (1) Working Day of any changes to a relevant Scheme Order as notified by TfL.		
E10.2.31	R1	Mandatory
The Service Provider shall ensure that the Services Website includes a specific area within which information updates can be made within sixty (60) minutes of a request by TfL, or by the Service Provider where this has been agreed with TfL. This shall not constitute a Change under the Change Control Request Procedure and shall incur no		

additional costs to TfL.		
E10.2.32	R1	Mandatory
The Service Provider shall document and agree with TfL procedures for categorising changes to the PCN Payment and Enquiry website requested by TfL to allow differential periods for implementation of the changes according to urgency and complexity.		
E10.2.33	R1	Mandatory
TfL will require functionality to allow submissions of Representations electronically via a secure Web based form. The Service Provider shall design the PCN payment and Enquiry website such that implementation of this requirement is facilitated as far as possible but only enabled when specifically requested by TfL.		
E10.2.34	R1	Mandatory
MIS		
The Service Provider shall ensure that the finance system will interface to TfL's finance systems to allow the transfer of financial information to TfL's ledgers.		
E10.2.35	R1	Mandatory
The Service Provider shall ensure that its finance system provides linkage to external systems to authorise and take credit/debit card payments.		
E10.2.36	R1	Mandatory
MIS		



<p>The Service Provider shall ensure that the MIS automatically generates all the reports from the MIS repository as defined in section 17: Reporting, Performance Management and Audit of the Common SoR.</p>		
E10.2.37	R1	Mandatory
<p>The Service Provider shall ensure that the MIS provides a facility for User driven analysis of the Data held in the MIS repository.</p>		
<p><b>10.3 Service Levels</b></p>		
E10.3.1	R1	Mandatory
MIS		
<p>The Service Provider shall provide the ability to measure availability of the Enforcement Operations System including sudden downtimes.</p>		
E10.3.2	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System availability will be calculated and reported by Month.</p>		
E10.3.3	R1	Mandatory
<p>The Service Provider shall make available its Enforcement Operations System to TfL outside of Working Hours, other than during agreed scheduled maintenance periods.</p>		
E10.3.4	R1	Mandatory

<p>The Service Provider shall ensure that the distribution of screen response times measure each screen function over each Working Day.</p>		
E10.3.5	R1	Mandatory
MIS		
<p>The Service Provider shall measure screen response times and report them retrospectively to TfL.</p>		
E10.3.6	R1	Mandatory
<p>TfL shall agree Service Levels for the Interfaces between any Third Parties interfacing with the Enforcement Operations System. The availability of these Interfaces is specified in schedule 5: Service Level Agreement.</p>		
E10.3.7	R1	Mandatory
<p>The Service Provider shall ensure that the credit/debit card authorisation process does not adversely affect overall transaction performance.</p>		
<p><b>10.4 Security and Systems Access</b></p>		
E10.4.1	R1	Mandatory
<p>The Service Provider shall provide and maintain at the Service Provider’s cost a read-only Interface for up to thirty (30) Personnel at TfL’s Premises in London to access all Data held on the Enforcement Operations System. This Interface shall include on-line access to Workflow including, but not limited to, full case histories and all associated incoming and Outgoing Correspondence. The Service Provider should provide a</p>		

separate price for additional licences in blocks of five (5).		
E10.4.2	R1	Mandatory
The Service Provider shall ensure that the read-only Interface allows TfL Personnel to enter text comments against selected PCN records and escalate cases to senior Service Provider Personnel for specific action.		
<b>10.5 Data Integrity</b>		
E10.5.1	R1	Mandatory
The Service Provider shall ensure that whenever an address is manually entered onto the Enforcement Operations System, it shall be validated against a current PAF on entry of the Data and shall be stored in a PAF compatible format.		
E10.5.2	R1	Mandatory
MIS		
The Service Provider shall ensure that whenever a VRM is manually entered onto the Enforcement Operations System, it shall be validated on entry against the standard VRM formats. Where a VRM has a non-standard format, it shall be possible to proceed with the entry following a suitable warning that VRM entered is not a standard UK format.		
E10.5.3	R1	Mandatory
The Service Provider shall ensure that the Enforcement Operations System has a mechanism to prevent the creation of duplicate Customer Records.		

E10.5.4	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the Enforcement Operations System provides the facility to monitor duplicate Customer Records. The Service Provider shall ensure that it is not possible for the Enforcement Operations System to have any duplicate PCN numbers.</p>		
E10.5.5	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System provides the facility to carry out ‘fuzzy searches’ on Customer, PCN and VRM records to enable CSRs to match incoming Data with pre-existing Data on the Enforcement Operations System where there are mismatches between the Data due to Data entry errors. The Service Provider shall agree the scope of the ‘fuzzy search’ facility with TfL.</p>		
E10.5.6	R1	Mandatory
<p>The Service Provider shall ensure that the Enforcement Operations System provides a DVLA on-line check that, when a VRM and date of Contravention is entered, the Enforcement Operations System shall send the request via the Core IT System to the DVLA and receive back all relevant information.</p>		

<b>11 INTERFACES</b>		
<b>Introduction</b>		
The Service Provider shall be required to build and operate a number of automatic and manual Interfaces for the successful delivery of the Enforcement Operations Services.		
<b>11.1 General</b>		
E11.1.1	R1	Mandatory
<p>The Service Provider shall build and operate a number of Interfaces (electronic and manual) with the following Service Providers and authorities:</p> <ul style="list-style-type: none"> <li>• TfL;</li> <li>• EDRA;</li> <li>• Core IT System;</li> <li>• Bailiffs;</li> <li>• the TEC;</li> <li>• the OSE Service Provider;</li> <li>• the Adjudication Service;</li> <li>• the Detection and Enforcement Infrastructure Service Provider;</li> <li>• Retail Solution Element;</li> <li>• Business Operations Service Element;</li> <li>• Selected Partners including local authorities, the PCO and the police; and</li> <li>• Other Service Providers as specified by TfL.</li> </ul> <p>More information about the Interfaces described in the Statement of Requirements is available in the Interface Specification and appendix 27: Interface Catalogue. The list</p>		

is not exhaustive, and some further Interfaces shall be defined as part of the functional specification process.		
E11.1.2	R1	Mandatory
The Service Provider shall design (against the pre-existing external specification Interfaces), build, test, implement and maintain the Enforcement Operations System end of all electronic and manual Interfaces with TfL, Core IT System and other Third Parties as detailed in the Interface specification and appendix 27: Interface Catalogue.		
E11.1.3	R1	Mandatory
The Service Provider shall provide a specification for the construction and operation of each required Interface as part of the Functional Requirements. This specification is to be signed off by TfL.		
E11.1.4	R1	Mandatory
The Service Provider shall include manual Interfaces within the processes as outlined in the Interface Specification as well as any further Interfaces as requested by TfL.		
E11.1.5	R1	Mandatory
The Service Provider shall allocate sufficient resources to ensure timely operation of manual Interfaces.		
E11.1.6	R1	Mandatory

<p>Where no Interface with the Core IT System has been specified and the Service Provider believes an Interface is required, the Service Provider shall raise a Change for approval by TfL via schedule 9: Change Control Request Procedure.</p>		
E11.1.8	R1	FYI
<p><i>[This requirement has been removed because it was an FYI.]</i></p>		
E11.1.9	R1	Mandatory
<p>Where Data is provided by external systems on an ad-hoc basis, including but not limited to CD-ROM and email attachment, the Service Provider shall have the functionality to upload this information to be processed within the Enforcement Operations System.</p>		
E11.1.10	R1	Mandatory
<p>The Service Provider shall be responsible for ensuring that all Interfaces, whether electronic or manual, comply with schedule 14: Security Policy. This includes, but is not limited to, ensuring that all communications are secure and access to the Data is limited to authorised Personnel only.</p>		
E11.1.11	R1	Mandatory
MIS		
<p>The Service Provider shall ensure that the batch Interfaces operate within a Parameterised schedule. This shall allow changes to the timing of the batch schedule without code changes. Where the schedule has been hard-coded, the Service Provider shall not be afforded any performance or financial relief under schedule 9: Change</p>		

Control Request Procedure.		
E11.1.12	R1	Mandatory
MIS		
The Service Provider shall provide a paper and electronic document with details of the batch schedule to TfL within forty eight (48) hours of receipt of a request.		
<b>11.2 Operational Requirements</b>		
E11.2.1	R1	Mandatory
<p>For each electronic Interface with TfL, Core IT System or a Third Party, the Service Provider shall provide at least one (1) alternative communication channel for the purposes of providing Business Continuity capability, including but not limited to:</p> <ul style="list-style-type: none"> <li>• fax;</li> <li>• email;</li> <li>• telephone; and</li> <li>• transfer of information on floppy disc or CD-ROM.</li> </ul>		
E11.2.2	R1	Mandatory
On request by TfL, the Service Provider shall provide a second alternative communication channel for the Interfaces specified by TfL.		
E11.2.3	R1	Mandatory
MIS		
Where an alternative failover communication channel is used, the Service Provider shall ensure that adequate additional security measures and authentication processes		



to prevent fraud are in place, in accordance with schedule 14: Security Policy.		
E11.2.4	R1	Mandatory
The Service Provider shall operate an alternative communication channel immediately upon failure of an electronic Data Interface.		
E11.2.5	R1	Mandatory
The Service Provider shall use appropriate industry standard methods to guarantee that Data is delivered successfully across an Interface.		
E11.2.6	R1	Mandatory
In the event that an electronic Data Interface is not fully tested and operational by the Operational Commencement Date, the Service Provider shall provide a Business Continuity manual process for that Interface.		
E11.2.7	R1	Mandatory
MIS		
The Service Provider shall keep a log of details regarding the use of all Interfaces. This is to allow investigation of any allegations of improper use or Unauthorised Access to Data.		
E11.2.8	R1	Mandatory
The information recorded in the Interface use log shall include, but not be limited to:		
<ul style="list-style-type: none"> <li>• User ID;</li> </ul>		

<ul style="list-style-type: none"> <li>• date;</li> <li>• time; and</li> <li>• key Data transferred including any VRM or Customer number in context.</li> </ul>		
E11.2.9	R1	Mandatory
MIS		
<p>The Service Provider shall store the Interface use log in a secure, unalterable manner and shall make available for audit by the appropriate authorised Personnel in accordance with appendix 14: Data Retention Policy.</p>		
E11.2.10	R1	Mandatory
<p>The Service Provider shall make the communications channels and Data secure, in accordance with schedule 14: Security Policy, except where specifically agreed by TfL that security is the responsibility of another party.</p>		
E11.2.11	R1	Mandatory
MIS		
<p>The Service Provider shall provide Performance Indicator Reports for the purposes of measuring the availability and performance of the Interfaces.</p>		
E11.2.12	R1	Mandatory
<p>For all electronic Interfaces with the Core IT System, the Service Provider shall be responsible for providing network connectivity from the Premises to the Core IT System and the necessary access to Hardware/Software to install and maintain Interface reliability and allowing removal of this service if requested by TfL.</p>		

E11.2.13	R1	Mandatory
For electronic Interfaces with TfL, the Service Provider shall be responsible for providing network connectivity to TfL's Systems, including all Hardware/Software required by TfL to use the Enforcement Operations System, at the Service Provider's cost.		
E11.2.14	R1	Mandatory
For electronic Interfaces with Third Parties, the Service Provider shall provide network connectivity to the gateway of the Third Party's systems.		
E11.2.15	R1	Mandatory
The Service Provider shall provide any agreed Hardware/Software to facilitate electronic Interfaces.		
<b>11.3 Front End to Core IT System Interface</b>		
E11.3.1	R1	Mandatory
When processing Representations, Appeals and relevant correspondence the Service Provider shall investigate all relevant information relating to the case regardless of the Scheme to which a PCN relates.		
E11.3.2	R1	FYI
In order to assist the Service Provider in investigating all relevant information to a case,		

<p>Other Service Providers may be required to provide all relevant Customer and internal interactions to the Core IT System. Such information shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• copies of all Receipts and financial records for Penalty Charge payments, refunds etc.;</li> <li>• all incoming and Outgoing Correspondence, internal memos, emails etc.;</li> <li>• all recorded calls;</li> <li>• copies of processed and rejected applications for Discounts and Exemptions;</li> <li>• relevant Exemption lists, access to databases and lists of compliant Vehicles; and</li> <li>• Detection and Enforcement Infrastructure site schematics, cabinet alarms, maps and site commissioning manuals and Data.</li> </ul>		
E11.3.3	R1	Mandatory
<p>The Service Provider shall build a flexible, User-friendly and fully integrated front-end application with the Enforcement Operations System and the Interface to the Core IT System in accordance with the requirements detailed in the Interface Specification.</p>		
E11.3.4	R1	Mandatory
<p>The Service Provider shall ensure that the front-end application of the Enforcement Operations Systems retrieves and presents all the relevant information in a format that is consistent with the information a Customer or Business Operations Operative would have seen. For example, the format and layout of a payment Receipt presented to an Enforcement Operations CSR should be identical to the format and layout of a payment Receipt sent or viewed by a Customer or Business Operations CSR.</p>		
E11.3.5	R1	Mandatory

The Service Provider shall retrieve all relevant Data and information to process Representations, Appeals, Complaints and Customer queries correctly relating to an Enforcement action from the Core IT System as per the Interface Specification. At a high level, the Data and information that the Service Provider shall require via the Core IT System through the Interface and present to relevant officers shall include but not be limited to:

- transactional Data such as details of all payments made against Vehicles issued with PCNs, refunds, Penalty Charges and Receipts;
- internal processing Data such as notes made against relevant Vehicles or Customers and action taken by Service Provider Personnel such as escalation of Complaints;
- digital records of telephone interaction with Customers and recorded calls;
- all relevant Incoming Correspondence associated to a case or Customer processed by Other Service Providers such as scanned copies of Complaints, applications for discounts etc;
- all relevant copies of Outgoing Correspondence issued by Other Service Providers; and
- copies of site schematics and camera information provided by the Detection and Enforcement Infrastructure Service Provider(s) relevant to a camera location for issued PCNs.

E11.3.6	R1	Mandatory

The Service Provider shall ensure that the front-end application of the Enforcement Operations Systems enables all relevant Service Provider Personnel to undertake detailed searches of the Data stored by the Core IT System in order to investigate Representations, consider Appeals and deal with all Customer Enquiries and Complaints.

E11.3.7	R1	Mandatory
<p>The Service Provider shall provide System functionality that enables the compilation of all Data retrieved from the Core IT System into Appeal Packs for onward transmission to the Adjudication Service for contested Appeals to be sent via the electronic Interface.</p>		