

**LONDON CYCLE HIRE SCHEME AGREEMENT**

**Schedule 15 – Information Compliance**

## **SCHEDULE 15**

### **Information Compliance**

#### **1. Introduction**

This Schedule 15 sets out the Service Provider's obligations in respect of compliance with:

- (A) Data Protection Legislation; and
- (B) FOI Legislation.

#### **2. Data Protection**

2.1 Without prejudice to the provisions of Clause 35 (*Compliance with TfL Group Policies*), Clause 50 (*Information Compliance*) and Schedule 34 (*TfL Group Policies*) and the other provisions of this Schedule 15, the Service Provider shall:

- (A) take appropriate technical and organisational security measures, that are satisfactory to TTL from time to time, against:
  - (1) unauthorised or unlawful Processing of TTL Personal Data; and
  - (2) accidental loss, destruction of, or damage to such TTL Personal Data;
- (B) without prejudice to paragraph 2.1(A) above, wherever the Service Provider uses any mobile or portable device for the transmission or storage of TTL Personal Data, ensure that each such device encrypts TTL Personal Data;
- (C) provide TTL with such information as it may from time to time require to satisfy itself and/or any member of the TfL Group of compliance by the Service Provider (and/or any of its Sub-Contractors) with paragraphs 2.1(A) and 2.1(B) above;
- (D) co-operate with TTL, TTL Personnel and/or the relevant member of TfL Group in:
  - (1) complying with any subject access request made by any Data Subject pursuant to the Data Protection Act; and/or
  - (2) responding to any enquiry made or investigation or assessment of Processing initiated by the Information Commissioner in respect of any TTL Personal Data;
- (E) in terms of TTL Personnel Data entered, processed and stored on the Service Systems:
  - (1) ensure that the accuracy of TTL Personal Data entered, processed, held and stored on the Service Systems is preserved in the state in which it is received (subject to any obligations of the Service Provider to correct such data set out in this Agreement);

- (2) be able to amend and delete inaccurate data held or stored on the Service Systems either at the relevant Customer's request or when identified by any other means; and
  - (3) maintain an audit trail identifying the date and time amendments or deletions were made and by the member of Service Provider Personnel they were made
- (F) when notified by TTL and/or TTP Personnel, comply with:
- (1) any agreement between a member of the TfL Group and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject; or
  - (2) any court order requiring the rectification, blocking, erasure or destruction of any TTL Personal Data;
- (G) take reasonable steps to ensure:
- (1) the reliability of Service Provider Personnel having access to TTL Personal Data; and
  - (2) that such Service Provider Personnel are fully aware of the measures to be taken and the Service Provider's obligations under this Schedule 15 when Processing TTL Personal Data; and
- (H) not Process any TTL Personal Data outside the European Economic Area (or any country deemed adequate by the European Commission pursuant to Article 25(6) Directive 95/46/EC) without TTL's prior written consent (which consent may be subject to additional conditions imposed by TTL and the requirement to enter into an appropriate data transfer agreement),

so as to enable both the Service Provider, as Data Processor, and TTL and TfL, as joint Data Controllers, to comply with their respective obligations under the Data Protection Act.

2.2 When the Service Provider receives a written request from TTL and/or TTL Personnel for information about, or a copy of, TTL Personal Data, the Service Provider shall supply such information or data to TTL and/or relevant member of the TfL Group within such time and in such form as specified in the request (such time to be reasonable) or, if no period of time is specified in the request, then within ten (10) Working Days from the date of the request.

2.3 TTL remains solely responsible for determining the purposes and manner in which TTL Personal Data is to be Processed. The Service Provider shall not share any TTL Personal Data with any Sub-Contractor or Third Party without the prior written consent from TTL (providing in this Agreement or otherwise) and, unless there is a written contract in place with TTL which requires the Sub-Contractor or Third Party to:

- (A) only Process TTL Personal Data in accordance with TTL Personnel's instructions to the Service Provider; and

- (B) comply with the same obligations with which the Service Provider is required to comply with under this Schedule 15.

PROVIDED ALWAYS that no Sub-Contractor may assign or sub-contract (in whole or part) their rights or obligations under such Sub-Contract and/or may not process or permit the processing of TTL Personal Data outside the United Kingdom without the explicit prior written consent of TTL.

2.4 Details of the TTL Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

(A) Data Subjects

The Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subjects:

- (1) Customers.

(B) Categories of Data

The Personal Data to be Processed concerns the following categories of Customer data:

- (1) name;
- (2) address;
- (3) date of birth;
- (4) e-mail address;
- (5) home/mobile phone number;
- (6) debit card/credit card details;
- (7) height;
- (8) acknowledgement of acceptance of Customer terms and conditions of use of the London Cycle Hire Scheme; and
- (9) consent for marketing purposes.

(C) Purposes of the Processing

The Personal Data is to be Processed for the following purposes:

- (1) To register as a user of the London Cycle Hire Scheme;
- (2) To make charges for and collect the following:
  - (a) subscription fee to the London Cycle Hire Scheme;
  - (b) authorisation to draw down a sum from the credit card/debit card for use of the Bicycle; and

(c) fee for use of the London Cycle Hire Scheme;

- (3) To enable the Customer to collect a Bicycle from and return Bicycle to a Docking Station;
- (4) To record details of theft or acts vandalism to the Bicycles or accidents during the Customer's use of the Bicycle;
- (5) To record details of Customer's journeys made using the Bicycle;
- (6) To enable Service Provider Personnel to respond to a Customer's enquiry for use of the London Cycle Hire Scheme;
- (7) To enable TTL to make service announcements and send marketing material to Customers; and
- (8) To enable the Service Provider to collect and distribute Bicycles to Docking Stations.

(D) Manner of Processing

The Personal Data is to be Processed in the following manner:

- (1) Personal Data will be Processed on the Service Systems;
- (2) Payment of subscriptions, deposits and Charge Payments for a Customer's use of the London Cycle Hire Scheme will be made:
  - (a) through a secure Services Website payment process;
  - (b) by telephone;
  - (c) by post;
  - (d) by Terminal; and/or
  - (e) by facsimile.

(E) Sensitive Personal Data

The Personal Data concerns the following categories of Sensitive Personal Data (if any):

- (1) Physical health.

(F) Recipients

The Personal Data may only be disclosed to the following recipients or categories of recipients within the Service Provider Group:

Serco Solutions

(G) Onward Transfers

The Personal Data may only be shared with the following recipients or categories of recipients outside the Service Provider's organisation:

Key Sub-Contractors

2.5 The Service Provider acknowledges and accepts that, and shall undertake that each Sub-Contractor shall acknowledge and accept that, TTL Personal Data:

(A) must only be:

- (1) Processed in accordance with the obligations of the TfL Group to comply with the Data Protection Act and by such of their Service Provider Personnel as need access to such TTL Personal Data; and
- (2) used as instructed by TTL Personnel and as reasonably necessary to perform its obligations under this Agreement in accordance with its terms;

(B) must not be:

- (1) used for any other purposes (in whole or part) than that stated in paragraph 2.5(A)(2) above by the Service Provider its Sub-Contractors;
- (2) be copied or referred to (in whole or part) through training materials, training courses, discussions or negotiations or contractual arrangements with Third Parties or in relation to proposals or tenders with the TfL Group (or otherwise), whether on extension of this Agreement or otherwise, without the explicit prior written consent of TTL; or
- (3) used so as to place TTL or any member of the TfL Group in breach of the Data Protection Act and/or to expose any member of the TfL Group to risk of actual or potential:
  - (a) liability to the Information Commissioner or Data Subjects; and/or
  - (b) reputational damage and/or to any order being made against any member of the TfL Group preventing, suspending or limiting the processing of TTL Personal Data.

2.6 The Service Provider shall, and shall undertake that each Sub-Contractor shall:

- (A) promptly notify TTL Personnel by telephone and within twenty four (24) hours by written notice with all relevant details reasonably available of any actual or suspected breach of security and/or of this Agreement and/or this Schedule 15 in relation to TTL Personal Data, including unauthorised or unlawful access or processing of, or accidental loss, destruction or damage of any TTL Personal Data;
- (B) keep TTL Personnel properly and regularly informed;
- (C) fully cooperate with the reasonable instructions of TTL Personnel in relation to the Processing and security of TTL Personal Data in accordance with this

Agreement and in compliance with the Data Protection Act (including procuring access to the Service Provider Premises and Sub-Contractor's premises in accordance with Clause 42.7 (*Audit and Inspection*));

- (D) cooperate, as TTL Personnel require, with any investigation or audit in relation to TTL Personal Data and/or its Processing (whether in relation to Processing pursuant to this Agreement, in relation to the Data Protection Act or in relation to any actual or suspected breach), whether such investigation or audit is performed by a member of the TfL Group (or Third Party on its behalf), any central or local government audit authority, the Information Commissioner, police or otherwise and both during the Term and after its termination or expiry (for so long as the party concerned retains and/or Processes TTL Personal Data);
- (E) ensure all Service Provider Personnel who can and/or do access TTL Personal Data are suitably trained in relation to the obligations to protect Personal Data in accordance with the Data Protection Act and this Agreement, understand such obligations and comply with them and that such training is updated at reasonable intervals; and
- (F) comply during the Term with any written retention and/or deletion policy of the TfL Group provided to it by TTL from time to time.

2.7 The Service Provider acknowledges and accepts, and shall undertake that each Sub-Contractor shall acknowledge and accept:

- (A) the importance to Data Subjects and of safeguarding TTL Personal Data and Processing it only in accordance with the terms of this Agreement;
- (B) the loss and damage that the TfL Group is likely to suffer in the event of a breach of this Agreement or negligence in relation to TTL Personal Data;
- (C) any breach of any obligation in relation to TTL Personal Data and/or negligence in relation to performance or non-performance of such obligation shall be deemed a material breach of this Agreement;
- (D) if the Service Provider has committed a material breach under paragraph 2.7(C) above on two or more separate occasions, TTL may at its sole option:
  - (1) exercise its Step-in Rights;
  - (2) withdraw authorisation for the Service Provider or a specific Sub-Contractor to Process TTL Personal Data on immediate written notice; or
  - (3) terminate this Agreement (in whole or part) with immediate written notice to the Service Provider.

2.8 In processing bank card details under the Agreement, the Service Provider shall, and shall procure that its Sub-Contractors shall:

- (A) comply with the PCI DSS in providing the Services; and

- (B) demonstrate compliance on an annual basis to TTL by providing confirmation in writing from a qualified Security Assessor of its compliance with PCI DSS.
- 2.9 Where there is dispute over what is required for compliance with the Data Protection Legislation and the other named acts and regulations, the Service Provider will comply with written instructions of the legal advisers of the TfL Group, except where it is illegal for the Service Provider to do so.
- 2.10 The obligations set out in this Schedule 15 shall apply following termination or expiry of the Agreement to the extent the party concerned retains or Processes TTL Personal Data.
- 2.11 Following termination or expiry of this Agreement or Partial Termination, howsoever arising, the Service Provider shall:
- (A) only Process the Personal Data for so long and to the extent as is necessary properly to comply with its legal obligations in respect of record retention (and will then comply with paragraph 2.11(B) below);
  - (B) subject to paragraph 2.11(A) above, not:
    - (1) Process save as expressly permitted by this Schedule 15; or
    - (2) retain any copy, abstract, précis or summary of any TTL Personal Data and shall either securely destroy or securely and promptly return to TTL (in such usable format as and to the extent TTL Personnel may require) the TTL Personal Data and relevant records and documentation.

### 3. **FOI Legislation**

- 3.1 The Service Provider acknowledges and accepts that, and shall undertake that each Sub-Contractor shall acknowledge and accept that:
- (A) TTL and the TfL Group are subject to the FOI Legislation;
  - (B) it shall assist and co-operate with TTL Personnel to enable TTL and the TfL Group to comply with its obligations under the FOI Legislation; and
  - (C) it may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider (and its Sub-Contractors).
- 3.2 Without prejudice to the generality of paragraph 2.2 (*Data Protection*) above, the Service Provider shall, and shall procure that its Sub-Contractors (if any) shall:
- (A) transfer to the relevant TTL Representative each Information Request relevant to the Agreement, the Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request;
  - (B) in relation to Information held by the Service Provider on behalf of the TfL Group, provide TTL Personnel with details about and/or copies of all such



Information that TTL Personnel request and such details and/or copies shall be provided within five (5) Working Days of a request from TTL Personnel (or

such other period as TTL may reasonably specify), and in such forms as TTL may reasonably specify;

- (C) ensure that it has document and information management systems in place that allow it or they (as the case may be) to locate and retrieve information within the timescales required by TTL or the relevant member of the TfL Group to meet its obligations under the FOI legislation; and
- (D) ensure that the document and information management system that it or they (as the case may be) use(s) provides for a full audit trail of all documentation and changes thereto.

3.3 TTL shall be responsible for determining:

- (A) whether Information is exempt information under the FOI Legislation; and
- (B) what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation.

3.4 For the avoidance of doubt, the Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by TTL of the relevant member of the TfL Group.