

Dated

1 APRIL

2010

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

- and -

**NSL LIMITED**

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**Contract for Civil Parking and  
Traffic Enforcement and  
Associated Services**

**(Based upon the British Parking Association  
(BPA) Model Contract 2004 Version Three (06-  
05) as amended by the London Borough of  
Camden)**

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**Part 1 of 2**

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Legal Services Department  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

## ARTICLES OF AGREEMENT

THIS AGREEMENT is made the *1<sup>st</sup>* day of *APRIL* 2010

### **BETWEEN**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of  
Town Hall, Judd Street, London WC1H 9LP ("the Council") and

**NSL LIMITED** (Company Registration Number 6033060) of 4<sup>th</sup> Floor, Westgate  
House, Westgate, London W5 1YY ("the Service Provider").

### **WHEREAS**

1. The Council wishes to have provided the Services set out in the Contract and the Service Provider is willing to perform such Services in accordance with the provisions of the Contract.
2. The Council has invited tenders for the provision of the Services from service providers.
3. The Service Provider has in accordance with the Council's requirements submitted its tender outlining its proposals for providing the Services.
4. The Council has examined the Service Provider's tender and being satisfied that it appears to meet the Council's requirements has accepted the Service Provider's tender subject to the Service Provider entering into the Contract.

**NOW IT IS AGREED** between the Council and the Service Provider as follows:

1. This Contract constitutes the sole Contract or agreement between the Council and the Service Provider for the performance by the Service Provider of the Service.
2. The Service Provider shall provide the Services from 1 April 2010 ("Commencement Date") in accordance with the provisions of the Contract and to the satisfaction of the Council for a period of six years, as may be extended on a two yearly basis for a maximum of a further four years at the sole option of the Council ("the Contract Term").
3. The Service Provider will upon and subject to the Contract provide the Services briefly described in the first recital as the same are more particularly described and referred to in the Specification, including any changes made to the Service in accordance with the Contract.

4. So long as the Service Provider shall continue to provide the Service in accordance with the provisions of the Contract and to the satisfaction of the Council, the Council shall make to the Service Provider the payments specified in the Contract in accordance with the provisions of the Contract.
5. The expression "the Agreement " wherever used in these Articles of Agreement shall mean the documents specified in the Schedule hereto collectively and such documents shall form the whole and sole agreement between the parties hereto and shall be deemed to be incorporated in and form part of these Articles of Agreement whether or not annexed hereto.
6. The several documents forming the Contract and all other words and definitions used in these Articles of Agreement shall have the same meanings as those used in the Conditions of Contract.
7. Notwithstanding any other provision of these Articles of Agreement nothing in these Articles of Agreement or the Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

**IN WITNESS** whereof the parties have executed this Agreement as a deed on the day and year first written above

**THE SCHEDULE**  
(The documents constituting the "Contract")

1. These Articles of Agreement
2. The Conditions of Contract
3. Schedule of Variables
4. Specification and Appendices to the Specification
5. Payment Mechanism
6. Key Performance Indicators
7. Schedule of Defaults
8. Change Control Procedures
9. Transferring Employees
10. Adjudicator and Expert
11. Race Relations
12. Target Cost
13. Instructions to Tenderers
14. The Service Provider's Tender Response
15. Form of Tender submitted on 20 August 2009 and the declarations signed by the Service Provider
16. Schedule of Rates

17. Letter of Acceptance from the Council to the Service Provider dated 11 December 2009
18. Any other relevant correspondence

**THE COMMON SEAL OF  
THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

was hereunto affixed in the presence of:-

  
.....  
Authorised Officer



**EXECUTED AS A DEED by  
NSL LIMITED**

acting by:-

  
.....  
Director

  
.....  
Director/Company Secretary

DATED this 1<sup>ST</sup> day of APRIL 2010

**CONTRACT FOR THE PROVISION OF CIVIL PARKING AND TRAFFIC  
ENFORCEMENT AND ASSOCIATED SERVICES**

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SCHEDULE 11	Instructions to Tenderers
SCHEDULE 12	Service Provider's Tender Response
SCHEDULE 13	Signed Form of Tender submitted on 20 August 2009
SCHEDULE 14	Schedule of Rates
SCHEDULE 15	Letter of Acceptance from the Council to the Service Provider dated 11 December 2009
SCHEDULE 16	Any other relevant correspondence

**CONTRACT FOR THE PROVISION OF CIVIL PARKING AND TRAFFIC  
ENFORCEMENT AND ASSOCIATED SERVICES**

DATED this 1<sup>st</sup> day of APRIL 2010

**SECTION A**

**1. PARTIES AND RECITALS**

**Parties**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP ("**the Council**"); and
- (2) **NSL LIMITED** (Company Registration Number 6033060) of 4<sup>th</sup> Floor, Westgate House, Westgate, London W5 1YY ("**the Service Provider**").

**Recitals**

(A) The Council issued its Instructions to Tenderers and the Service Provider responded on the dates set out in the **Schedule of Variables**.

(B) The Council has selected the Service Provider to provide the Services and the Service Provider undertakes to provide the Services on the terms and conditions set out in this Contract.

(C) The Parties acknowledge that a major objective of this Contract is to achieve year on year continuous improvement. In providing the Services, the Service Provider shall have regard throughout the Contract Term to making arrangements in consultation with the Council to secure continuous improvement in the way in which the Services are provided.

(D) The Parties accept that a co-operative and open relationship is needed for success and that the Parties will achieve this when carrying out their obligations under this Contract. The Parties will act fairly towards each other in a spirit of trust and mutual co-operation for the achievement of this objective. A system of regular review meetings as detailed in **Condition 18** (Review Meetings) will be established for this purpose. The Parties shall use these meetings to help to resolve problems which may otherwise prejudice the performance of their respective obligations under this Contract.

(E) The Service Provider's performance will be monitored using KPIs and the Service Provider's achievement or non-achievement of the KPIs will determine the level of remuneration received by the Service Provider each month.

(F) The Council encourages the Service Provider to use innovation in the provision of the Services to reduce costs and to share benefits whilst continuing to provide the same level of service or an improved level of Service to the level specified in the Specification.

**2. DEFINITIONS AND INTERPRETATION**

2.1 The terms and expressions used in this Contract will have the meanings set out below:

**"Appendices"** means the appendices to the Specification forming part of the Contract;

**"Articles of Agreement"** means the Articles of Agreement annexed to this Contract and forming part of the Contract;



**"Authorised Officer"** means the person appointed and authorised by the Council to represent the Council for the purposes of this Contract, whose details are set out in the **Schedule of Variables**;

**"Base Payment"** means 1/12 of the Target Cost as set out in the **Schedule of Variables**;

**"Best Value Performance Plan"** means the best value performance plan which the Council is required to prepare in compliance with its duty to ensure best value in the effectiveness as defined in section 6 of the Local Government Act 1999;

**"Bond Undertaking"** means an undertaking given to the Council by a bank or reputable insurance company in the form included in the Instructions to Tenderers;

**"Calendar Day"** means any day including statutory bank holidays;

**"Certificate of Costs"** has the meaning given to it in **Condition 8.6** (Open Book Accounting);

**"Change Control Procedures"** means the change control procedures set out in **Schedule 6** (Change Control Procedures) to be used for any changes as specified in **Condition 8.4** to be effected utilising the percentage for share of savings specified in the **Schedule of Variables**;

**"Civil Enforcement Officer (CEO)"** means civil enforcement officer as defined in the Traffic Management Act 2004;

**"Code"** means the Code of Practice on workforce matters in Local Authority Service Contracts as currently contained in ODPM Circular 3/03;

**"Commencement Date"** means 1 April 2010;

**"Commercially Sensitive Information"** means the information agreed between the Parties to be commercially sensitive information with regard to the FOIA;

**"Conditions"** means these conditions of contract;

**"Confidential Information"** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

**"Contract"** means the contract between the Council and the Service Provider for the provision of the Services comprising, the Articles of Agreement, these Conditions and including any Appendices and Schedules attached to the Conditions;

**"Contract Manager"** means the person appointed and authorised by the Service Provider to represent the Service Provider for the purposes of this Contract, whose details are set out in the **Schedule of Variables**;

**"Contract Standard"** means such standard as complies in each and every respect with the Specification and with all relevant provisions of the Contract and which is to the reasonable satisfaction of the Authorised Officer;

**"Contract Term"** means the Initial Contract Term as may be extended on a two (2)-yearly basis for a maximum of a further four (4) years at the sole option of the Council and upon the same terms as this Contract by written notice not later than three (3) months before expiry of the Initial Contract Term or three (3) months before the expiry of any first extension to the Initial Contract Term or reduced by earlier termination of this Contract for whatever reason;

**"Default"** means any default or defaults specified in **Schedule 5**;

**"Deputy Contract Manager"** means the senior person appointed and authorised by the Service Provider to represent the Service Provider for the purposes of the Contract in the absence of the Contract Manager;

**"Directive"** means the EC Acquired Rights Directive 77/187, as amended;

**"Dispute Resolution Procedure"** means the procedure to deal with disputes as set out at **Condition 29** (Dispute Resolution Procedure);

**"Environmental Management System"** means the Service Provider's environmental management systems as set out in the Tender Response;

**"Equipment and Materials"** means all plant, equipment, materials and consumables to be provided by the Service Provider to provide the Services;

**"Fellow Service Provider"** means any service provider who is providing services the same as or similar to the Services to the Council at the Locations and/or Premises during the Contract Term;

**"Former Council Employee"** means an employee of the Service Provider who was previously employed by the Council in the provision of services the same as or similar to the Services prior to the Commencement Date and who previously transferred under the provisions of TUPE to the Former Service Provider;

**"Former Service Provider"** means any service provider who provided services the same as or similar to the Services to the Council immediately prior to the Commencement Date;

**"Force Majeure Event"** means any event materially affecting the performance by a Party of its obligations under this Contract arising from any act, event, omission, happening or non-happening beyond its reasonable control;

**"FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

**"Guarantee Undertaking"** means an undertaking given by the ultimate holding company of the Service Provider (if it is a subsidiary company) in the form set out in the Instructions to Tenderers;

**"Inclement Weather"** means such weather conditions which in the opinion of the Authorised Officer prevent the provision of any part of the Services and agreed by the Parties as not being such as to constitute a Force Majeure Event;

**"Information"** has the meaning given under section 84 of the FOIA;

**"Initial Contract Term"** means a term of six (6) years from the Commencement Date;

**"Instructions to Tenderers"** means the document attached as **Schedule 11**;

**"Intellectual Property Rights"** means all intellectual and industrial property rights including patents, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

**"KPIs"** means the key performance indicators as set out in **Schedule 4** (Key Performance Indicators) against which the Service Provider's performance will be measured;

**"Legislation"** means any Act of Parliament or subordinate legislation within the meaning of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom;

**"Local Government Pension Scheme"** means the Local Government Pension Scheme made by the Secretary of State in exercise of powers under sections 7 and 12 of the Superannuation Act 1972, as amended;

**"Locations"** means the locations or premises to be provided by the Service Provider from where the Services are to be provided as set out in the Specification;

**"New Employees"** means the new employees to be employed by the Service Provider to provide the Services who will be working alongside the Transferring Employees and Transferring Original Employees;

**"On-Board Civil Enforcement Officer (OBCEO)"** means a CEO involved in the clamping/removal of any vehicle under this Contract;

**"Operational Hours"** means the hours during which the Services are to be provided as set out in the Specification;

**"Party"** means a party to this Contract and "Parties" shall be construed accordingly;

**"Payment Period"** means the period as set out in the **Schedule of Variables**;

**"Premises"** means the premises set out in the **Schedule of Variables**;

**"Prohibited Act"** means:-

(a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward;

(b) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Council; or

(c) showing favour or disfavour to any person in relation to this Contract or any other contract with the Council; or

(d) committing any offence:

(i) under the Prevention of Corruption Acts 1889-1916;

(ii) under legislation creating offences in respect of fraudulent acts; or

(iii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Council; or

(iv) defrauding or attempting to defraud or conspiring to defraud the Council;

**"Quality Manual"** means the Service Provider's quality manual as set out in the Tender Response;

**"Relevant Transfer"** means a relevant transfer for the purposes of TUPE;

**"Remuneration"** means the sums to be paid by the Council to the Service Provider pursuant to **Condition 8** (Remuneration);

**"Request for Information"** shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply);

**"RPI"** means "All Items of Retail Prices" index published by the Office for National Statistics or any government department upon which duties in connection with the compilation and maintenance of such RPI shall be devolved;

**"Schedules"** means the documents attached as Schedules to the Conditions forming part of the Contract;

**"Schedule of Rates"** means the list of supplies and services priced by the Service Provider as part of its Tender Response;

**"Schedule of Variables"** means **Schedule 1** (Schedule of Variables);

**"Service(s)"** means the whole or any part of the services to be provided by the Service Provider to the Council under this Contract as set out in the Specification and includes any Variation thereof;

**"Specification"** means the specification for the Services as set out in **Schedule 2** (Specification and Appendices to the Specification);

**"Staff"** means the Service Provider's officers, employees, agents or subcontractors;

**"Target Cost"** means the target cost to be incurred by the Service Provider as calculated in accordance with **Schedule 10** (Target Cost) and **Schedule 3** (Payment Mechanism);

**"Tender Response"** means the Service Provider's proposal to meet the Specification setting out the methods to be used by the Service Provider to provide the Services under this Contract as set out in **Schedule 12** (Service Provider's Tender Response);

**"Transferring Employees"** means the employees who will transfer from the employment of the Council to the employment of the Service Provider as a result of the application of TUPE in relation to the Contract;

**"Transferring Original Employees"** means the employees who previously transferred to the employment of the Former Service Provider and who will transfer to the employment of the Service Provider as a result of the application of TUPE in relation to this Contract;

**"Transition Period"** means the transition period as set out in the **Schedule of Variables**;

**"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended;

**"Variation"** means a variation to the Contract including the Specification made by notice given by the Authorised Officer to the Service Provider in accordance with **Condition 11** (Changes to Services and/or the Remuneration);

**"Working Day"** means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

2.2. Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

2.3 Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

2.4 References to conditions and schedules are, unless otherwise provided, references to the Conditions and the Schedules to this Contract.

2.5 In the event of any conflict or inconsistency between any provision of the Conditions and any provisions of the Schedules, the Conditions shall prevail. In the event of any conflict or inconsistency between the Schedules, the commitment made by the Service Provider on 1 September 2009, that all of its drivers employed in connection with the housing clamp and removal operation aspect of the Services will hold the appropriate Security Industry Authority licence to facilitate operational flexibility in the clamping and/or removal aspect of the Services, shall take precedence over the other Schedules, followed by the provisions of the Specification, which shall prevail over the provisions of all other Schedules unless and only to the

extent that any other Schedule expressly states that a particular requirement of the Specification shall not apply.

2.6 Except as otherwise expressly provided in this Contract, all remedies available to the Service Provider or to the Council under this Contract are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.

### **3. REPRESENTATIVES**

#### **3.1 Authorised Officer**

The Authorised Officer or such representative of the Council nominated by the Authorised Officer as the authorised representative of the Council for the purposes of this Contract shall liaise with and give instructions to the Service Provider and its Staff in relation to all matters concerning the performance by the Service Provider of its obligations under this Contract and shall determine any matters or issue any notices as may be the function of the Authorised Officer under this Contract.

#### **3.2 Contract Manager**

The Contract Manager and/or Deputy Contract Manager shall have the power to act on behalf of the Service Provider in connection with any matter relating to the performance of the Services and to exercise the rights, functions and obligations of the Service Provider under this Contract.

#### **3.3 Changes to Authorised Officer and Contract Manager**

Any changes to the identity of the Authorised Officer, the Contract Manager and Deputy Contract Manager shall be communicated in writing to the other Party within fourteen (14) Calendar Days.

### **4. COMMENCEMENT AND DURATION**

4.1 This Contract and the rights and obligations of the Parties shall take effect on the Commencement Date and shall continue for the Initial Contract Term as may be extended on a two (2)-yearly basis for a maximum of a further four (4) years at the sole option of the Council and upon the same terms as this Contract by written notice not later than three (3) months before expiry of the Initial Contract Term or three (3) months before the expiry of any first extension to the Initial Contract Term or reduced by earlier termination of this Contract for whatever reason;

### **5. TRANSITION ARRANGEMENTS**

5.1 During the Transition Period, the Service Provider shall liaise with the Council, and any service provider appointed by the Council to provide the Services following expiry of the Contract or earlier termination of the Contract to ensure an effective and timely handover of the Services, including but without limitation, attending meetings with the Council, and the service provider appointed by the Council as is reasonably required by the Council.

5.2 During the Transition Period, the Service Provider shall prepare and agree an exit plan with the Council, including, but without limitation:-

5.2.1 confirmation that uniforms of Staff containing the Council's name or logo have been collected from Staff and disposed of securely by the Service Provider;

5.2.2 a handover to the Council by the Service Provider of all property, premises and possessions belonging to or provided to the Service Provider by the Council for the purpose(s) of this Contract, including, but without

limitation, stationary, information technology equipment, vehicles, furniture, keys, premises, security passes;

5.2.3 confirmation that the radio licence in respect of the radios to be used by CEO and OBCEOs in the provision of Services has been terminated and the authority that issued the radio licence informed of the termination of the radio licence;

5.2.4 a handover of all information related to the provision of Services in a manner agreed between the Parties.

## **SECTION B**

### **6. THE SERVICES**

6.1 The Service Provider shall provide the Services during the Operational Hours for the Contract Term in accordance with the Council's requirements as set out in the Specification and the terms of this Contract.

6.2 In providing the Services, the Service Provider shall comply with and take into account all applicable laws, bye laws, traffic regulation orders, enactments, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union.

### **7. PERFORMANCE BONDS AND GUARANTEES**

7.1 Prior to the Commencement Date and forthwith upon request by the Council, the Service Provider shall ensure that the bank or insurance company who has executed the Bond Undertaking will execute and deliver to the Council a Bond in the form appended to that Undertaking.

7.2 If by the Commencement Date the Council has not requested the Service Provider to procure such a bond, then the Council shall deduct the amount of the premium for the Bond (referred to in the Bond Undertaking) from the first payment it makes to the Service Provider.

7.3 If applicable, prior to the Commencement Date and forthwith upon request by the Council, the Service Provider shall procure that the Service Provider's ultimate holding or parent company will execute and deliver to the Council a Deed of Guarantee in the form appended to that Undertaking.

7.4 In the event of a change in the Service Provider's ultimate holding or parent company during the period of the Contract, the Service Provider shall notify the Council and shall immediately ensure that the new ultimate holding or parent company enters into a Deed of Guarantee in the same form as the previous holding or parent company and that a copy of the deed will be sent to the Authorised Officer within fourteen (14) Calendar Days.

### **8. REMUNERATION**

8.1 The Remuneration will be paid to the Service Provider in accordance with **Condition 10** (Payment Terms) and **Schedule 3** (Payment Mechanism) for Services provided to the satisfaction of the Authorised Officer.

#### **8.2 The Base Payment**

In consideration for the provision of the Services, the Council shall pay to the Service Provider the Base Payment as adjusted in accordance with **Condition 8.3**.

### **8.3 Adjustment to the Base Payment**

The Base Payment shall be adjusted by way of a deduction or an addition dependent on the Service Provider's achievement or non-achievement of the KPIs calculated in accordance with **Schedule 4** (Key Performance Indicators), provided that no deduction shall be made to the Base Payment for the Service Provider's non-achievement of a KPI to the extent that such non-achievement results from:

8.3.1 a breach by the Council of any of its obligations under this Contract; or

8.3.2 a Force Majeure Event

8.3.3 in the case of Inclement Weather in which case the Service Provider will be paid the Remuneration for Services provided during the period the Inclement Weather remains in accordance with the Specification.

### **8.4 Share of savings**

Where the Service Provider has proposed a change (of its own initiative) to the Services which results in a reduction of the Target Cost either through improved efficiency, reduced costs, higher quality of service, or any improvement of a nature that results in financial betterment from the Council's point of view and that change has been accepted by the Council under the Change Control Procedures (as appropriate), the Council will after a trial period as specified by the Council, project the financial benefit for the Council over the period that such improvement is to be applied. The Council will pay to the Service Provider a proportion of the savings achieved directly as a result of the change in accordance with the percentage specified in the **Schedule of Variables** for the duration such financial betterment would apply, as determined by the Council.

### **8.5 Value Added Tax ("VAT")**

8.5.1 The Council shall pay any VAT on the Remuneration at the rate and in the manner prescribed by law from time to time.

8.5.2 The Service Provider shall provide the Council with any information reasonably requested by the Council in relation to the amount of VAT chargeable in accordance with this **Condition 8.5**.

8.5.3 Where any amount is calculated by reference to any sum that has or may be incurred under this Contract, the amount shall include any VAT to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group), whether by set-off or repayment.

### **8.6 Open Book Accounting**

8.6.1 Without prejudice to the rest of this **Condition 8.6**, the Service Provider shall, at the request of the Council, provide to the Council a Certificate of Costs within twenty one (21) Calendar Days of such request, provided that the Council may not request a Certificate of Costs more than once in any month of the Contract Term.

8.6.2 The Certificate of Costs shall set out the Service Provider's direct costs, and overheads in providing the Services over the preceding year of the Contract Term, including details of the following:

(a) the Target Cost;

(b) actual capital expenditure, including capital replacement costs;

(c) actual operating expenditure relating to the provision of the Services, with an analysis showing the costs of staff, consumables, sub-contracted and bought-in services;

(d) all interest, expenses and other third party financing costs incurred in relation to the Services; and

(e) details of the overhead recoveries that have been made in relation to the Services.

8.6.3 Following receipt of the Certificate of Costs, the Service Provider shall provide to the Council such additional information as it may reasonably request so that the Council can verify the accuracy of the Certificate of Costs.

## **9. REVIEW OF SCHEDULE OF RATES**

9.1 At a Contract review meeting in the fourth quarter of each year of the Contract Term following the Commencement Date, the Council shall consider a request from the Service Provider for a change to prices specified in the Schedule of Rates. The proposals for changes to the Schedule of Rates must be submitted in writing by the Service Provider at least two (2) weeks prior to the forthcoming quarterly review meeting and supported by reasons for any changes to the Schedule of Rates. The starting point for such changes will be as specified in **Condition 8.6** (Open Book Accounting).

9.2 In making any decisions about requests for changes, the Council will consider changes in the costs specified in **Condition 8.6.2**. The Council will not agree to any proposed changes to the Schedule of Rates which results in any increase or decrease per annum of the unit price of any single item, by more than the rate of RPI for the previous year.

9.3 The Council shall submit to the Service Provider at a Contract review meeting in the fourth quarter of each year following the Commencement Date, any proposals to reduce prices, with reasons and supporting evidence.

9.4 The Council shall inform the Service Provider of its decision in relation to requests for changes to prices specified in the Schedule of Rates within two (2) weeks of the date of the review meeting where such changes were proposed, however, changes to prices specified in the Schedule of Rates shall only take effect once each in each year of the Contract Term following the Commencement Date. The Council's decision regarding changes in prices specified in the Schedule of Rates shall be final and will be confirmed in writing to the Service Provider.

## **10. PAYMENT TERMS**

10.1 The Council shall pay the Remuneration to the Service Provider in accordance with the procedure set out in the rest of this **Condition 10**.

10.2 For each Payment Period in which Services are to be provided and for Remuneration to be paid to the Service Provider, two separate applications for payment of Remuneration shall be made by the Service Provider to the Authorised Officer in relation to each core service area as specified in the Specification:

Application 1 shall include the following information:

- a) The sum being 90% of the Base Payment;
- b) Any adjustments to the Base Payment by way of volumes; and
- c) Any share of savings

The Service Provider shall submit a request for payment under Application 1 to the Authorised Officer within seven (7) Calendar Days of the end of each Payment Period.



Application 2 shall include the following information:

- a) Any performance related payment or Bits ("Bits" is defined in **Schedule 3** (Payment Mechanism));

The Service Provider shall submit an application for Application 2 for each core service area no less than ninety Calendar (90) days after the end of Payment Period and within seven (7) Calendar Days of being notified to do so by the Authorised Officer.

10.3 The Authorised Officer shall consider and certify an application for any disputed applications for Remuneration made under **Condition 10.2** within seven (7) Calendar Days of receipt of each of the Applications 1 and 2.

10.4 Should the Authorised Officer require an adjustment to any part of the Remuneration set out in the application for payment, the Authorised Officer shall inform the Service Provider in writing of the reason for and effect of any such adjustment at the same time as certifying the application.

10.5 Notwithstanding any adjustment made to the Remuneration as outlined in **Condition 10.4** the part of the Remuneration unaffected by the adjustment will be certified in accordance with **Condition 10.3**.

10.6 The Council shall pay the undisputed Remuneration to the Service Provider within thirty (30) Calendar Days of certification of each of the Applications 1 and 2.

10.7 Interest is payable on late payment of the Remuneration at the rate set out in the **Schedule of Variables**.

10.8 In the event that the Service Provider enters into a sub-contract in connection with this Contract, the Service Provider shall ensure that a term is included in the sub-contract that requires the Service Provider to pay all sums due under the sub-contract to the relevant sub-contractor a specified period, not exceeding thirty (30) Calendar Days, from the date of receipt of a valid invoice as defined by the terms of the sub-contract.

10.9 Any dispute relating to the calculation or payment of the Remuneration under **Condition 8** (Remuneration), **Condition 9** (Review of Schedule of Rates) or this **Condition 10** (Payment Terms) shall be resolved in accordance with the Dispute Resolution Procedure.

## **11. CHANGE TO THE SERVICES AND/OR THE REMUNERATION**

11.1 The Council may from time to time require changes to the Specification and/or the Contract and accordingly the Authorised Officer may upon giving reasonable written notice thereof to the Service Provider issue from time to time to the Service Provider instructions in writing (following reasonable consultation) requiring the Service Provider to do all of the following:-

11.1.1 To omit any part of the Services or to cease to provide any part of the Services permanently or during such times and for such periods as the Authorised Officer may determine;

11.1.2 To reduce or increase the volume or frequency of any part of the Services permanently or during such times and for such period or periods as the Authorised Officer may determine;

11.1.3 To perform the Services or any part thereof in such manner as the Authorised Officer may reasonably require providing that a requirement to provide the Services in accordance with the Specification shall not be a Variation;

11.1.4 To provide such services additional to the Services (including at additional Locations or Premises (as appropriate) as the Authorised Officer may reasonably require provided that such additional services shall be of the same type as or similar to the Services referred to in the Specification; or

11.1.5 To vary temporarily or permanently the Services in any other way.

11.2 No Variation pursuant to this **Condition 11** shall vitiate the Contract.

11.3 All instructions affecting Variations shall be given in writing provided that if for any reason the Authorised Officer shall find it necessary to give any such instruction orally in the first instance the Service Provider shall comply with such oral instruction. Such oral instruction shall be confirmed in writing by the Authorised Officer as soon as possible and agreed by the Service Provider within seven (7) days thereafter. If a Variation to the Specification is significant, as determined by the Authorised Officer in accordance with the Council's Contract Standing Orders, then a Deed of Variation recording the variation will be drawn up by the Council and sealed as a deed by both parties.

11.4 The Authorised Officer shall ascertain the value of all Variations after consultation with the Service Provider in accordance with the following principles:

11.4.1 where services are of similar character and executed under similar conditions to Services priced in the Schedule of Rates, the Variation shall be valued by the Authorised Officer at such rates and prices contained therein as may be applicable;

11.4.2 where the Variation involves work that is not the same or of similar character to or not executed under similar conditions to the Services, the rates and prices in the Schedule of Rates shall be used by the Authorised Officer as the basis for valuing such Variation in so far as may be reasonable;

11.4.3 otherwise a fair valuation shall be made by the Authorised Officer.

11.5 Any dispute as to the value of any Variation or additional work, or as to whether any Variation or additional work should give rise to any increase in the Target Cost or additional payment, the decision may be dealt with in accordance with the provisions of **Condition 29** (Dispute Resolution).

11.6 In the event of a Variation requiring the Service Provider to omit any part of the Services or to cease to provide any part of the Services in accordance with **Condition 11.1**, a Variation in the Target Cost shall also be made in accordance with **Condition 11.4**.

11.7 For the avoidance of doubt no increase in the Target Cost or additional payment shall be made to the Service Provider in respect of the Variation if there is either a compensating reduction or reorganisation of any other part of the Services.

## **12. LIQUIDATED DAMAGES**

12.1 If a Default occurs by the Service Provider, the Council shall immediately give written notice of such Default to the Service Provider. The Service Provider shall pay or allow to the Council liquidated damages calculated in accordance with the formula specified in **Schedule 5**, through the issue of a credit note within fourteen (14) days of the written notice being issued by the Council to the Service Provider.

12.2 The Parties hereto accept that the liquidated damages referred to in this **Condition 12** represent a genuine pre-estimate of the damage likely to be suffered by the Council in the event of a Default by the Service Provider, which results in a loss to the Council.

12.3 Where the Council is subject to a fine or to pay compensation to any person for failure to comply with its obligations and such failure is caused as a result of a Default by the Service Provider, the Service Provider shall be liable to reimburse the

Council the amount of such fine or compensation as soon as it is known and notified to the Service Provider together with all costs, whether legal charges or otherwise. Such reimbursement shall be in addition to the payment of any liquidated damages.

12.4 The Council's right to liquidated damages under this **Condition 12** shall be without prejudice to the other rights of the Council under this Contract.

## **SECTION C**

### **13. PREMISES**

#### **13.1 Premises owned by the Council**

13.1.1 On the Commencement Date, the Council shall grant a licence/lease or other similar legal agreement as determined by the Council (referred to as "Form of Legal Agreement" for the purpose of these Conditions) to the Service Provider to use the Premises for the sole purpose of providing the Services.

13.1.2 The Council warrants that the Premises are in a good and suitable condition to enable the Service Provider to provide the Services.

13.1.3 On expiry of the Contract Term, the Form of Legal Agreement granted by the Council to the Service Provider pursuant to **Condition 13.1** shall terminate and the Service Provider shall immediately vacate the Premises.

13.1.4 On termination of the Form of Legal Agreement to use the Premises, the Service Provider shall ensure that the Premises are in the same state as they were in when the Form of Legal Agreement commenced.

#### **13.2 Access to Council premises**

13.2.1 The Council shall give access to any premises occupied by or on behalf of the Council (including but not limited to the Premises) any person employed or engaged by the Service Provider or any subcontractor in connection with the provision of the Services, provided that the Council may refuse admission to such a person if such admission would present a security risk.

13.2.2 Any person employed or engaged by the Service Provider or any subcontractor who requires access to any premises occupied by or on behalf of the Council (including but not limited to the Premises) shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside those Premises.

#### **13.3 Premises owned by the Service Provider**

Where the Council requires access to premises owned by the Service Provider in order to receive the Services, the Service Provider shall provide such access immediately upon reasonable notice given by the Council.

### **14. EQUIPMENT AND MATERIALS**

14.1 The Service Provider shall be responsible for the costs of providing the Equipment and Materials specified in the Specification.

14.2 The Service Provider shall ensure that all Equipment and Materials that it is responsible for providing are:

14.2.1 suitable for the purposes for which they are intended;

14.2.2 maintained in a safe, serviceable and clean condition and replaced as necessary; and

14.2.3 adequately insured.

14.3 On expiry or earlier termination of the Contract, the Service Provider shall transfer all HHCT equipment (as defined in the Specification) and related IT hardware equipment to the ownership of the Council. Any equipment and materials supplied by the Council to the Service Provider for use by the Service Provider during the Contract Term in connection with the provision of the Services must be returned immediately after the expiry or earlier termination of the Contract to the Council in accordance with **Condition 5** (Transition Arrangements).

## **15. INTELLECTUAL PROPERTY RIGHTS**

15.1 The Council authorises the Service Provider to use the Intellectual Property Rights of the Council for the purposes only of exercising its rights and performing its obligations under the Contract. The Service Provider will have no other rights whatsoever in respect of the Intellectual Property Rights of the Council.

15.2 All Intellectual Property Rights which arise during the Contract Term and (i) are created at the Council's request by or on behalf of the Service Provider in the course of and solely for the purposes of the provision of the Services, (ii) are created on a bespoke basis for the Council, or (iii) are specified in the Contract as being the subject of assignment pursuant to this **Condition 15.2** will belong to the Council. The Service Provider hereby assigns all such Intellectual Property Rights to the Council, by way of assignment of future Intellectual Property Rights, with full title guarantee and without charge to the Council (including all such Intellectual Property Rights arising in respect of any adaptations, modifications and/or enhancements of any of the Council's Intellectual Property Rights). The Service Provider agrees to do or procure the doing of all such acts and things and to execute or procure the execution of all such documents as may be required to vest ownership of all such Intellectual Property Rights in the Council.

15.3 The Service Provider hereby irrevocably and unconditionally waives in favour of the Council any and all moral rights conferred on the Service Provider by virtue of the Copyright Designs and Patents Act 1988 in respect of the Intellectual Property Rights referred to in **Condition 15.2**.

15.4 The Service Provider hereby grants to the Council:

15.4.1 such licence or licences as may be specified in the Contract, including in respect of any output of the Services; and

15.4.2 a perpetual, non-exclusive, sub-licensable, fully assignable, royalty-free licence to use, copy and update any materials or information which are:

15.4.2.1 provided to the Council by the Service Provider; and/or

15.4.2.2 used on or in conjunction with any of the Council's equipment, property or services under or in connection with the Contract.

15.5 The Service Provider will indemnify, keep indemnified and hold harmless the Council from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), losses, damages, claims, demands, proceedings or reasonable legal costs (on a full indemnity basis) and judgments which the Council incurs or suffers in respect of any claim or action brought against it by any third party during or after the termination of the Contract claiming that possession or use by the Council of anything provided to the Council by or on behalf of the Service Provider or its Staff under or in connection with the Contract infringes a third party's Intellectual Property Rights.

15.6 The Service Provider shall procure that all Staff and all personnel of authorised subcontractors who perform any part of the Services contract with the Service Provider (or, in the case of subcontractors' personnel, with the relevant subcontractor) on terms which ensure that any Intellectual Property Rights arising out of or relating to work done by that person shall vest in, or otherwise be assigned absolutely and with full title guarantee to, the Service Provider in support of the Service Provider's obligations under **Condition 15.2** and that to the extent that any such personnel or subcontractors have any moral rights in any such work, they shall have been unconditionally and irrevocably waived. In the case of Staff the Service Provider shall, if so required by the Council, produce to the Council written evidence of compliance with this **Condition 15.6** signed by members of Staff.

## **16. TUPE**

### **16.1 Application of TUPE**

16.1.1 The Parties agree that the provisions of TUPE may apply to this Contract.

16.1.2 In the event that TUPE does apply, the Parties agree that, where the identity of a provider (including the Council) of any of the Services is changed pursuant to this Contract (including on expiry of the Contract Term), the change shall constitute a Relevant Transfer.

16.1.3 On the occasion of a Relevant Transfer (other than a Relevant Transfer on expiry of the Contract Term), the Service Provider shall and shall procure that any replacement service provider shall comply with its obligations under TUPE and the Directive in respect of the Transferring Employees and the Transferring Original Employees.

### **16.2 Emoluments and Outgoings**

16.2.1 The Council shall be responsible, (only in cases where a service being provided in-house by the Council immediately prior to the Relevant Transfer is outsourced to the Service Provider under this Contract) for all emoluments and outgoings in respect of the Transferring Employees, including without limitation all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the date of any Relevant Transfer.

16.2.2 The Service Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees and the Transferring Original Employees, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the date of any Relevant Transfer.

### **16.3 Pensions**

16.3.1 The Service Provider shall ensure that all Transferring Employees and any Transferring Original Employees are offered membership of the pension scheme of which they were or were eligible to be members of prior to the date of the Relevant Transfer or are afforded pension rights which are certified by the Government Actuaries Department or by a professional qualified actuary as being broadly comparable to or better than the terms of their pension scheme of which they were, or were eligible to be, members of prior to the date of the Relevant Transfer.

16.3.2 The Service Provider shall continue to protect the pension rights of all its employees who are Former Council Employees by offering to Former Council Employees membership of the pension scheme of which they were or were eligible to be members of prior to the Commencement Date or are

afforded pension rights which are certified by the Government Actuaries Department or by a professional qualified actuary as being broadly comparable to or better than the terms of their pension scheme of which they were, or were eligible to be, members of prior to the Commencement Date.

#### **16.4 Provision of information**

16.4.1 The Council warrants that the information set out in **Schedule 7 Part A** (Transferring Employees) is accurate and complete as at the date of this Contract in respect of the Transferring Employees employed by the Council immediately prior to the Relevant Transfer.

16.4.2 The information set out in **Schedule 7 Part B** does not relate to employees immediately employed by the Council prior to the Transfer Date and has been provided by the Former Service Provider, the Council provides no warranty as to the accuracy and/or completeness of the information in **Schedule 7 Part B**.

#### **16.5 Service Provider to inform Council of any measures**

The Service Provider shall within fourteen (14) Calendar Days of receiving a request from the Council, provide the Council with any information which is reasonably necessary concerning any measures (within the meaning of TUPE and the Directive) that the Service Provider intends to take in relation to any Transferring Employee and any Transferring Original Employees and shall indemnify the Council against all losses, costs, claims, demands, actions, fines, penalties, liabilities and expenses (including legal expenses) in relation to any breach of this **Condition 16.5**.

#### **16.6 Indemnities**

16.6.1 Subject to **Condition 16.6.4**, the Council shall indemnify the Service Provider from and against all losses, costs, claims, demands, actions, fines, penalties, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee arising out of the employment of any such employee provided that this arises from any act, fault or omission of the Council prior to the date of the Relevant Transfer. This **Condition 16.6.1** shall only apply in connection with information provided under **Condition 16.4.1** in relation to a service being provided in-house by the Council immediately prior to the Relevant Transfer is outsourced to the Service Provider under this Contract.

16.6.2 The Service Provider shall indemnify the Former Service Provider from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Original Employee arising out of the employment of such employee provided that this arises from any act, fault or omission of the Service Provider on or after the date of the Relevant Transfer.

16.6.3 The Service Provider shall indemnify the Council from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee arising out of the employment of such employee provided that this arises from any act, fault or omission of the Service Provider on or after the date of the Relevant Transfer.

16.6.4 The Service Provider shall indemnify and hold harmless the Former Service Provider from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the

review of the Schedule of Rates as specified in **Condition 9.3** or following a review meeting as specified in **Condition 18.2**.

19.3 The Service Provider shall be subject to a duty to demonstrate continuous improvement in its performance of the Service throughout the Contract Term.

19.4 The requirements of this Condition shall be at no additional cost to the Council.

## **20. PROVISION OF INFORMATION**

20.1 Where specified in the Specification, the Council shall provide the Service Provider with the information set out in the Specification.

20.2 The Council shall promptly notify the Service Provider of any proposed changes to bye-laws, policies or traffic regulation orders which may affect the provision of the Services.

20.3 The Service Provider shall keep and maintain such necessary data and information and shall complete or provide such assistance as the Council may reasonably require by written notice to the Service Provider to enable the Council to complete all official returns, including, but without limitation the following:

20.3.1 returns to any central government body or properly authorised agency of central government; and

20.3.2 information required by any statutory body or compliance with any statute or statutory instrument.

20.4 The Service Provider shall at all times maintain separate records of the following:

20.4.1 full particulars of the costs of performing the Services, including those related to finance, investment and maintenance;

20.4.2 a full record of all incidents relating to health, safety and security which occur during the Contract Term;

20.4.3 a full record of all maintenance procedures carried out during the Contract Term; and

20.4.4 such other records as the Council may reasonably require having regard to the cost to the Service Provider of maintaining and providing such records.

20.5 The records referred to in this **Condition 20** shall be retained for a period of at least six (6) years after the Service Provider's obligations under this Contract have come to an end.

20.6 All information referred to in this **Condition 20** is subject to the obligations set out in **Condition 38** (Confidentiality).

20.7 Upon the expiry or termination of this Contract and in the event that the Council wishes to enter into another contract for the provision of the Services and irrespective of the identity of any replacement provider of the Services, the Service Provider shall comply with all reasonable requests by the Council to provide information relating to this Contract.

## **21. AUDIT**

21.1 The Service Provider shall at all reasonable times (including following termination for whatever reason of this Contract) afford to or procure for any auditor (including any auditor carrying out functions under the Audit Commission Act 1998 or the Local Government Act 1999) conducting an internal audit or an external audit,

inspection or an audit of Best Value Performance Plans or to or for the Authorised Officer access to any records, information and data in the possession or control of the Service Provider which in any way relate to or are or have been used in connection with the performance of the Services including (but without limitation) Council data and information stored on a computer system operated by the Service Provider and shall include permission to copy and remove any copies and remove the originals of such documents.

## **22. MONITORING**

22.1 The Service Provider shall provide reasonable assistance to the Council for the purposes of monitoring the provision of the Services at no additional charge to the Council.

## **23. COMPLAINTS**

23.1 Prior to the Commencement Date, the Service Provider shall agree with the Council a complaints procedure in respect of the provision of the Services which enables the Council to respond to complaints by members of the public.

23.2 As a minimum, the complaints procedure referred to in **Condition 23.1** shall include the following requirements:

23.2.1 that the Service Provider shall not enter into any correspondence directly with members of the public relating to the Services;

23.2.2 that any complaint received by the Service Provider from a member of the public shall be logged and passed on to the Council within two (2) Working Days;

23.2.3 that the Service Provider shall assist the Council in responding to complaints from members of the public by providing all information requested by the Council in the timescales set out in the Specification; and

23.2.4 that the Service Provider shall keep a record in a form agreed between the Parties of any complaints received by it and of the action taken by the Service Provider to remedy or fully investigate each such complaint.

23.3 If a complaint is deemed to be caused by any default in the actions or systems operated by the Service Provider, the Service Provider shall take appropriate measures to remedy the default.

23.4 The Service Provider shall, at the request of the Authorised Officer, arrange for notices to be permanently displayed at the Locations and the Premises giving information as to how complaints about the provision of the Services may be made.

## **SECTION E**

### **24. QUALITY MANAGEMENT**

24.1 If the Service Provider is qualified to BS EN ISO 9000:2000 then this Contract shall be performed in accordance with the procedures set out in its Quality Manual.

24.2 In the event that the Service Provider is not qualified to BS EN ISO 9000:2000 then the Service Provider shall at the Commencement Date have in place and throughout the Contract Term, maintain in relation to its performance of the Services a system of quality assurance and improvement to be agreed with the Council.

### **25. ENVIRONMENTAL MANAGEMENT**

25.1 If the Service Provider is qualified to BS ISO 14001 then this Contract shall be performed in accordance with the procedures set out in its Environmental Management System.



25.2 In the event that the Service Provider is not qualified to BS ISO 14001 then the Service Provider shall at the Commencement Date institute and, throughout the Contract Term, maintain in relation to its performance of the Services a system designed to ensure good environment practice incorporating all relevant Council environmental strategies.

25.3 The Service Provider shall endeavour to recycle relevant materials and shall dispose of all waste pursuant to the Environmental Protection Act 1990 and the Producer Responsibility Obligations (Packaging Waste) Regulations 1997 as amended.

25.4 The Service Provider shall ensure that every member of Staff engaged by the Service Provider in the provision of the Services is made aware of the Council's environmental policies and their roles and responsibilities in achieving conformance with the environment policy and good environmental practice.

## **SECTION F**

### **26. WARRANTIES AND REPRESENTATIONS**

26.1 The Parties each warrant and represent that they have full capacity and have taken all steps and obtained all approvals to enable them to lawfully enter into and to perform each of their obligations under this Contract.

26.2 The Service Provider warrants and represents that:

26.2.1 in entering this Contract it has not committed any Prohibited Act; and

26.2.2 it has satisfied itself as to the nature and extent of the risks assumed by it under this Contract.

26.3 The Council warrants and represents that it has provided full accurate and up to date information to the Service Provider in relation to the Services to be provided under this Contract.

26.4 Except as expressly stated in this Contract, all warranties, terms and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

### **27. INDEMNITY**

27.1 The Service Provider shall indemnify and keep indemnified the Council against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever arising out of, in respect of or in connection with this Contract during the Contract Term and injury to, or death of, any person howsoever arising whether in contract, tort or otherwise save to the extent that the same is caused by or arises from the negligence, breach of this Contract or any other contract, breach of statutory duty, breach of Legislation or other wrongful act or omission of the Council, its agents, sub-contractors or servants.

27.2 The liability set out in **Condition 27.1** shall, for the avoidance of doubt, include liability for third parties employed in connection with the Services so far as the management of, or instructions issued to such third parties is the responsibility of the Service Provider.

27.3 In no event shall either Party be liable to the other for loss of profits, business revenue, goodwill or anticipated savings.

27.4 The Service Provider shall notify and keep the Council fully informed and consult with it about the conduct of any claim and shall have due regard to the Council's interests.

29.2 The Parties shall each use reasonable endeavours to resolve a Dispute by means of prompt, bona fide discussion between the Contract Manager and the Authorised Officer at the review meetings held under **Condition 18** (Review Meetings).

29.3 In the event that a Dispute is not resolved within seven (7) Calendar Days of it having been referred to a review meeting, then either Party may refer it to the Council's nominated officer as set out in the **Schedule of Variables** and the Service Provider's Chief Executive for resolution and the same shall meet for discussion within seven (7) Calendar Days thereafter or such longer period as the Parties may agree.

29.4 If the Dispute is not resolved as a result of the meetings referred to in **Condition 29.3** either Party may propose to the other Party that mediation be entered into with the assistance of the Expert appointed in accordance with **Schedule 8** (Adjudicator and Expert).

29.5 Within fourteen (14) Calendar Days of the appointment of an Expert, the Parties shall meet with the Expert in order to agree in good faith a programme for the exchange of information and the structure to be adopted for the mediation process.

29.6 If the Parties accept the Expert's recommendations or otherwise reach agreement on the resolution of the Dispute, such agreement shall be put into writing and, once signed by the Authorised Officer and the Contract Manager, shall be binding on the Parties.

29.7 Failing agreement, either Party may refer the Dispute to an Adjudicator appointed in accordance with **Schedule 8** (Adjudicator and Expert).

29.8 Within twenty eight (28) Calendar Days of appointment, the Adjudicator shall communicate his/her decision in writing to the Parties and the Parties shall comply with the Adjudicator's decision, including any direction for payment of sums of money and the payment/ apportionment of the Adjudicator's fees.

29.9 All negotiations and meetings connected with the Dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

29.10 No reference of any Dispute to an Expert or an Adjudicator pursuant to this **Condition 29** shall relieve either Party from any liability for the due and punctual performance of its obligations under this Contract.

29.11 Notwithstanding the foregoing provision of this **Condition 29**, either Party shall have the right to seek appropriate injunctive relief against the other in an appropriate court having jurisdiction in England and Wales and, provided such court is satisfied that the proceedings have not been brought frivolously or vexatiously, all aspects of the Dispute shall be dealt with by such court and not under this **Condition 29**.

### **30. PART TERMINATION**

30.1 The Council may without prejudice to any other remedies by notice in writing to the Service Provider determine any portion of the Services resulting from:-

30.1.1 that portion of the Services not be carried out by the Service Provider in accordance with the Contract; or

30.1.2 changes to the Services to be provided, which have arisen as a result of any changes to Legislation and notified to the Service Provider by the Council;

30.2 The Service Provider shall not be entitled under the Contract to Renumeration for the portion of Services determined under **Condition 30.1** from the date the termination of such portion of Services takes effect.

30.3 If the Council determines any portion of the Services for reasons specified in **Condition 30.1** the Service Provider shall not be entitled under the Contract to payment of any amount by way of compensation.

30.4 Where the Council has determined a portion of the Services under **Condition 30.1.1** the Council may (without prejudice to any other remedies available) obtain that portion of the Services which is so determined by arranging for such portion of services to be carried out by alternative means and the Council shall be entitled to deduct from any account rendered by the Service Provider in respect of unsatisfactory performance such sum as the Council considers appropriate.

30.5 Costs for shall be recoverable from the Service Provider equal to the amount by which the aggregate of the cost of completing that portion of the Services in this way, exceeds the amount which would have been payable to the Service Provider in respect of such portion of the Services if such Services had been carried out in accordance with the Contract.

30.6 On the occurrence of a termination of a portion of the Services, the Service Provider shall, notwithstanding such determination, co-operate in the transfer of that portion of the Services to which the relevant determination relates to any alternative organisation in accordance with arrangements to be notified to it by the Council.

### **31. DEFAULT AND TERMINATION**

31.1 The Council may terminate this Contract on written notice to the Service Provider to take effect immediately if:

31.1.1 a court makes an order that the Service Provider be wound up or a resolution for a voluntary winding-up of the Service Provider is passed;

31.1.2 any receiver or manager in respect of the Service Provider is appointed or possession is taken by or on behalf of any creditor of all or a material part of any property of the Service Provider;

31.1.3 the Service Provider enters into any voluntary arrangement for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 2000, the Companies Act 1985 or the Enterprise Act 2002;

31.1.4 an administration order is made in respect of the Service Provider;

31.1.5 a breach by the Service Provider of its obligation to take out and maintain the required insurances under **Condition 28** (Insurance);

31.1.6 the Service Provider commits any Prohibited Act or commits a fundamental breach of the Contract that is not capable of remedy; or

31.1.7 the Service Provider commits a breach of the health and safety requirements under **Condition 34** (Health and Safety).

31.2 If either Party has committed a fundamental breach of this Contract which is capable of remedy, the other Party may serve a written notice on the Party in specifying:

31.2.1 the type of breach that has occurred giving reasonable details; and

31.2.2 that this Contract will terminate on the day falling forty two (42) Calendar Days after receipt of the notice, unless the Party in breach puts forward an acceptable rectification programme or rectifies the breach within twenty one (21) Calendar Days of receipt of the notice, and, if the Party in breach fails to rectify the breach within the time period specified in the notice or to provide an acceptable rectification programme, the Contract will terminate with immediate effect and without notice.

31.3 The Service Provider may terminate this Contract on written notice if the Council has instructed the Service Provider to temporarily stop provision of the Services or any substantial aspect of the Services and has not instructed the Service Provider to re-commence full provision of the Services for a period of ninety (90) Calendar Days from receipt of the instruction.

## **32. CONSEQUENCES OF EXPIRY OR TERMINATION**

32.1 The Service Provider and the Council shall each carry out their respective responsibilities in accordance with this Contract until expiry or termination of the Contract.

32.2 The Service Provider shall use its best endeavours to give assistance to the Council to effect an orderly continuation of the Services after termination or expiry of this Contract in such a manner as the Council may reasonably require.

32.3 The reasonable costs of any assistance provided by the Service Provider under **Condition 32.2** shall be borne by the Council if termination is as a result of a breach by the Council of any of its obligations under the Contract.

32.4 The expiry or termination of this Contract shall not prejudice or affect any claim, right, action or remedy that shall have accrued or shall thereafter accrue to either Party.

32.5 On expiry or termination of this Contract, neither Party shall have any further obligations or rights with respect to the other Party provided that termination of this Contract shall not effect the continuing rights and obligations of the Parties under **Conditions 1, 2, 15, 16, 20, 21, 26, 27, 32, 36, 37 and 38** or under any other provision of this Contract that is expressed to survive expiry or termination or is required to give effect to expiry or termination or the consequences of such expiry or termination.

## **33. FORCE MAJEURE**

33.1 On the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect.

33.2 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.

33.3 If no such terms are agreed on or before the date falling one hundred and twenty (120) Calendar Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the affected Party is unable to comply with its obligations under this Contract for a period of more than one hundred and eighty (180) Calendar Days, then, either Party may terminate this Contract by giving thirty (30) Calendar Days written notice to the other Party.

33.4 The affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

33.5 Neither Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party, or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event

occurs and the Party is prevented from carrying out obligations by that Force Majeure Event.

## **SECTION H**

### **34. HEALTH AND SAFETY**

34.1 The Service Provider shall comply with and shall procure that all Staff engaged in the provision of the Services comply with the requirements of the Health and Safety at Work Etc. Act 1974, and any other acts, regulations and approved codes of practice relating to the health and safety of Staff and others who may be affected by the Service Provider's work activities.

34.2 The Service Provider shall provide to the Authorised Officer any information relating to the Service Provider's compliance with **Condition 34.1** that the Council may reasonably request at any time from the Commencement Date.

34.3 The Authorised Officer shall be permitted to access at any reasonable time any site where the Service Provider is undertaking any Services under this Contract for the purpose of carrying out an inspection of health, safety and welfare standards.

34.4 The Service Provider shall fully co-operate with the reasonable requests of the Council's health and safety adviser and shall provide access to all areas of the Services, health and safety documentation, welfare facilities, accident records, training records and certificates, equipment inspection records, statutory registers and notices, plant and equipment for the purposes of inspection.

34.5 The Service Provider shall provide to the Authorised Officer, within seven (7) Calendar Days of receipt, copies of any communication concerning the health, safety, welfare, environmental or fire safety standards of the Services, which it receives from any statutory body.

### **35. EQUAL OPPORTUNITIES AND HUMAN RIGHTS**

35.1 In the performance of the Services and in its dealings with service users, Council employees and members of the general public, the Service Provider shall comply and shall ensure that its Staff comply with:

35.1.1 the Human Rights Act 1998 as if the Service Provider were a public body as defined in the Human Rights Act 1998;

35.1.2 all legislation, official guidance and codes of practice relating to equal opportunities, including but without limitation relating to disability discrimination, sex discrimination and race relations and shall in particular comply with the provisions set out in **Schedule 9** (Race Relations); and

35.1.3 the Council's equal opportunities policies and procedures as may be adopted and amended from time to time and as notified to the Service Provider.

35.2 The Service Provider shall inform the Authorised Officer as soon as the Service Provider becomes aware of any legal proceedings or complaint brought or likely to be brought against the Service Provider under the legislation set out in **Condition 35.1**.

35.3 The Service Provider shall provide such information as the Council may reasonably request for the purpose of assessing the Service Provider's compliance with this **Condition 35**.

### **36. DATA PROTECTION**

36.1 For the purposes of this **Condition 36**, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the same meaning as prescribed under the Data Protection Act 1998 (the "DPA").

36.2 The Service Provider shall (and shall ensure that all of its Staff) comply with any notification requirements under the DPA and both Parties shall duly observe all their own obligations under the DPA and the Computer Misuse Act 1990 insofar as performance of this Contract gives rise to obligations under those Acts.

36.3 Notwithstanding the general obligation in **Condition 36.1**, where it is processing Personal Data as a Data Processor for the Council, the Service Provider shall:-

36.3.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Council;

36.3.2 comply with all applicable laws;

36.3.3 Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Service Provider's obligations under this Contract or as is required by law or any regulatory body;

36.3.4 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss or destruction of, or damage to, alteration or disclosure, including, that obtained during the operation of closed circuit television), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA. These measures shall be appropriate to the harm which might result from any unauthorised loss, destruction or damage to the Personal Data which is to be protected;

36.3.5 take reasonable steps to ensure the reliability of its Staff who may have access to the Personal Data;

36.3.6 obtain prior written consent from the Council in order to transfer Personal Data to any sub-contractor for the provision of the Services;

36.3.7 not to cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Council;

36.3.8 ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this **Condition 36**;

36.3.9 ensure that none of the Staff publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Council; not disclose Personnel Data to any third parties in any circumstances other than with the written consent of the Council or in compliance with a legal obligation imposed upon the Council; and notify the Council (within five (5) Working Days) if it receives:

(a) a request from a Data Subject to have access to that person's Personal Data;

or;

(b) a complaint or request relating to the Council's obligations under the DPA;

The provisions of this **Condition 36** shall apply during the Contract Term and indefinitely after its expiry.

### **37. FREEDOM OF INFORMATION**

37.1 The Service Provider acknowledges that from time to time the Council may receive requests for information relating to the Contract and the Services which but for any right to claim commercial confidentiality the Council will be obliged to disclose

pursuant to the Freedom of Information Act 2000 and the Environmental Information Regulations.

37.2 The Service Provider shall ensure that, without prejudice to the generality of its obligations, to provide information that it does all manner of things reasonably necessary to assist the Council in meeting the requirements of the Freedom of Information Act 2000 within the timescales set out therein.

37.3 The Service Provider shall and shall procure that any sub-contractors shall transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

37.3.1 provide the Council with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

37.3.2 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

37.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

37.5 In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

37.6 The Service Provider acknowledges that (notwithstanding the provisions of **Condition 37** the Council may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the FOI Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Services in certain circumstances:

37.6.1 without consulting the Service Provider; or

37.6.2 following consultation with the Service Provider and having taken their views into account, provided always that where **Condition 37.6.1** applies the Council shall, in accordance with any recommendations of the FOI Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

37.7 The Service Provider shall ensure that all Information is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. The Service Provider acknowledges that the Council may be obliged to disclose Commercially Sensitive Information in accordance with this **Condition 37**.

### **38. CONFIDENTIALITY**

38.1 Subject to **Condition 38.2** the Parties shall keep confidential all matters relating to this Contract and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Contract.

38.2 **Condition 38.1** shall not apply to:

38.2.1 any information which the disclosing Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this **Condition**;

38.2.2 any disclosure which is required by any law (including any order of a court of competent jurisdiction) or the rules of any stock exchange or governmental or regulatory authority having the force of law;

38.2.3 any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;

38.2.4 any disclosure by the Council of information relating to the provision of the Services and such other information as may be reasonably required for the purpose of conducting a due diligence exercise to any proposed replacement service provider, should the Council decide to re-tender this Contract;

38.2.5 any disclosure of information by the Council to any other department, office or agency of the government; or

38.2.6 any disclosure for the purpose of:

(a) the examination and certification of the Council's accounts; or

(b) any examination pursuant to the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Council has used its resources.

38.3 Where disclosure is permitted under **Condition 38.2** the disclosing Party shall ensure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Contract.

38.4 Neither Party shall make use of this Contract or any information issued or provided by or on behalf of the other party in connection with this Contract otherwise than for the purpose of performing its obligations under this Contract, except with the written consent of the other Party.

38.5 The Service Provider may only disclose the Council's Confidential Information to Staff members who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

38.6 The Service Provider shall not, and shall procure that the Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.

38.7 Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:

38.7.1 to any Crown Body or any other contracting authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any contracting authority;

38.7.2 to any consultant, contractor or other person engaged by the Council or any person conducting an Office of Government Commerce gateway review;

38.7.3 for the purpose of the examination and certification of the Council's accounts; or



38.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources.

38.8 The Council shall use all reasonable endeavours to ensure that any government department, contracting authority, employee, third party or sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to **Condition 38.9** is made aware of the Council's obligations of confidentiality.

38.9 Nothing in this **Condition 38.9** shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

### **39. ASSIGNMENT AND SUB-CONTRACTING**

39.1 Subject to any express provision of this Contract, the Service Provider shall not without the prior written consent of the Council, assign all or any benefit, right or interest under this Contract or sub-contract any part of the Services.

39.2 Notwithstanding any sub-contracting permitted under this Contract, the Service Provider shall remain responsible for the acts, defaults, omissions or neglect of its sub-contractors as though they were the acts, defaults, omissions or neglect of the Service Provider, its employees or agents and such consent shall not relieve the Service Provider from any liability or obligations under the Contract, notwithstanding that the Council shall require as a condition of giving consent to sub-contract a direct warranty or undertaking from the sub-contractor concerning the provision of the Services and compliance with the Contract in all respects.

39.3 The Council shall be entitled to:

39.3.1 assign, novate or otherwise dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in Regulation 3(1) of the Public Contracts Regulations 2006); or

39.3.2 transfer, assign or novate its rights and obligations where required by law and only to a body assuming the whole or part of the Council's business.

### **40. CORRUPT GIFTS AND FRAUD**

40.1 As soon as either Party becomes aware of or suspects the commission of any Prohibited Act in the performance of the Services or otherwise, that Party shall notify the other Party.

40.2 The Authorised Officer shall have the right to require that the Service Provider suspend from any further work on this Contract any person reasonably suspected of fraudulent action or malpractice.

### **41. RIGHTS AND DUTIES RESERVED**

41.1 All rights, duties and powers which the Council has as a local authority or which the Council's officers have as local authority officers are expressly reserved.

### **42. LOCAL GOVERNMENT OMBUDSMAN**

42.1 Where any investigation by a Local Government Ombudsman (the "Ombudsman") takes place the Service Provider shall:

42.1.1 provide any information requested in the timescale required by the Ombudsman;

42.1.2 attend any meetings as required by the Ombudsman and permit its personnel so to attend;

42.1.3 promptly allow access to and investigation of any documents deemed by the Ombudsman to be relevant;

42.1.4 allow itself and any employee deemed to be relevant to be interviewed by the Ombudsman;

42.1.5 allow itself and any employee to appear as witness in any ensuing proceedings; and

42.1.6 co-operate fully and promptly in every way required by the Ombudsman during the course of that investigation.

42.2 No additional payment shall be made to the Service Provider for performing the requirements set out in **Condition 42.1**.

42.3 Where any financial redress or other compensation is ordered by the Ombudsman in any investigation arising directly or indirectly out of the default or neglect by the Service Provider in connection with provision of the Services or any other action by the Service Provider the Council shall be entitled to recover the cost of that financial redress or other compensation from the Service Provider.

#### **43. CONFLICT OF INTEREST**

43.1 Conflicts of interest shall not be permitted in relation to the performance of the Services.

43.2 The Service Provider shall notify the Authorised Officer immediately upon becoming aware of any potential conflict of interest (whether direct or indirect) which may arise between the interests of the Council and any interests of the Service Provider or its other clients.

43.3 If there is a direct conflict of interest (as determined by the Council), the Service Provider shall comply with the Council's directions to remove or avoid such a conflict.

43.4 If there is an indirect conflict of interest, the Service Provider shall satisfy the Council that satisfactory arrangements have been made to ensure that the conflict cannot prejudice the performance of the Services.

43.5 The Council may terminate the Contract in accordance with **Condition 31** (Default and Termination) if the Service Provider breaches this **Condition 43**.

#### **44. ENTIRE AGREEMENT**

44.1 The Parties acknowledge that this Contract sets forth the entire agreement between them with respect to provision of the Services and supersedes and replaces all prior communications, drafts, representations, warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the Parties.

#### **45. NO PARTNERSHIP OR AGENCY**

45.1 Nothing in this Contract shall be construed as a legal partnership (within the meaning of the Partnership Act 1890) or as a contract of employment between the Council and the Service Provider.

45.2 The Service Provider shall not be, and shall not be deemed to be, an agent of the Council and the Service Provider shall not hold itself out as having authority or power to bind the Council in any way.

## **46. NO WAIVER**

46.1 Failure by either Party at any time or for any period to enforce any one or more of the provisions of this Contract or to require performance by the other Party of any of the provisions of this Contract shall not:

46.1.1 constitute or be construed as a waiver of any such provision or of the right at any time subsequently to enforce all terms and conditions of this Contract; nor

46.1.2 affect the validity of the Contract or any part thereof or the right of the Parties to enforce any provision in accordance with its terms.

46.2 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with **Condition 48** (Notices).

## **47. SEVERANCE**

47.1 Each provision of this Contract is severable and distinct from the others and the Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law.

47.2 If any provision of this Contract is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Contract but (except to the extent in the case of that provision) it and all other provisions of this Contract shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired, provided that the operation of this Contract would not negate the commercial intent and purpose of the Parties under this Contract.

47.3 If any provision of this Contract is illegal or unenforceable as a result of any time period being stated to endure for a period in excess of that permitted by a regulatory authority, that provision shall take effect within a time period that is acceptable to the relevant regulatory authorities subject to it not negating the commercial intent of the Parties under this Contract.

## **48. NOTICES**

48.1 Any notice required by this Contract to be given by either Party to the other shall be in writing and shall be served personally, by fax or by sending the same by registered post or recorded delivery to the address detailed in the **Schedule of Variables** or such address or fax number as notified to each other.

48.2 Any notice served personally will be deemed to have been served on the day of delivery, any notice sent by post will be deemed to have been served forty eight (48) hours after it was posted and any notice sent by fax will be deemed to have been served twenty four (24) hours after it was despatched.

## **49. CIVIL CONTINGENCIES ACT 2004**

49.1 The Service Provider acknowledges and accepts that the Council has obligations under the Civil Contingencies Act 2004 ("CCA") and hereby agrees:

49.1.1 during and after the Contract Term to provide any information, documentation and assistance that the Council may reasonably require to be able to comply with its obligations under section 2 of the CCA;

49.1.2 to put in place such measures as may be reasonably practicable so that as far as reasonably possible it can continue to undertake its obligations under this Contract in the event of an Emergency (as defined in the CAA) and to notify the Council of such measures;

49.1.3 to obey any instruction of the Council during and in respect of an Emergency, the Council undertakes to remunerate and indemnify the Service Provider against any direct claims, costs or losses directly arising from the Service Provider's compliance with such instructions.

## **50. EUROPEAN MONETARY UNION**

50.1 The Parties to this Contract confirm that the occurrence or nonoccurrence of an event associated with economic and monetary union in the European Union will not have the effect of altering any term of, or discharging or excusing performance under this Contract or any transaction, or give a Party the right unilaterally to alter or terminate this Contract or any transaction.

50.2 The words "an event associated with economic and monetary union in the European Union" shall include without limitation each and any combination of the following:

50.2.1 the introduction of, changeover to or operation of a single or unified European currency (whether known as the Euro or otherwise) in the United Kingdom;

50.2.2 the fixing of conversion rates between an European Union (EU) member state's currency and the new currency or between the currencies of member states;

50.2.3 the substitution of that new currency for the Euro as the unit of account of the EU;

50.2.4 the introduction of that new currency as lawful currency in a member state;

50.2.5 the withdrawal from legal tender of any currency which, before the introduction of the new currency, was lawful currency in one of the member states;

50.2.6 the disappearance or replacement of a relevant rate option or other price source for the Euro or the national currency of any member state, or the failure of the agreed sponsor (or successor sponsor) to publish or display a relevant rate, index, price, page or screen; or

50.2.7 the withdrawal of any member state from a single or unified European currency.

## **51. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

51.1 The Parties agree that this Contract shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

## **52. LAW AND JURISDICTION**

52.1 This Contract shall be governed by the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.



**SCHEDULE 1**  
**SCHEDULE OF VARIABLES**

Condition reference	Variable	
Recital A	Date of issue of ITT: Date of submission of Tender:	24/06/2009 20/08/2009
3.1	Authorised Officer Title: Address:  Tel: Fax: Email:	Enforcement Manager London Borough of Camden 100 St Pancras Way London NW1 9GH 020 7974 4670 020 7974 5917 michael.walsh@camden.gov.uk or such representative of the Council nominated by the Enforcement Manager to act as the authorised representative of the Council for the purposes of this Contract
3.2	Contract Manager Address:  Tel: Fax: Email:  Deputy Contract Manager Title: Address:  Tel: Fax: Email:	Tim Ward 25 Spring Place Kentish Town NW5 3AP Tel : 0207 9741713 Fax : 0207 9746255 Email : <a href="mailto:tim.ward@nslservices.co.uk">tim.ward@nslservices.co.uk</a>  Adebowale Onadeko 25 Spring Place Kentish Town NW5 3AP  Tel : 0207 9748085 Fax : 0207 9748082 Email <a href="mailto:adebowale.onadeko@nslservices.co.uk">adebowale.onadeko@nslservices.co.uk</a>
4.	Commencement Date Contract Term	01/04/2010 6 years with provision to extend the Initial Contract term on a two yearly basis for a maximum of a further four years at the sole option of the Council
5.	Transition Period:	12 months from the expiry of the Contract or earlier termination
8.2	Base Payment (i.e. percentage of Target Cost to be paid to Service Provider):	1/12
8.4	Share of savings to be paid	50 %

Condition reference	Variable	
	to Service Provider:	
10.2	Payment Period:	Calendar Month
10.7	Rate of interest for late payment of Remuneration:	2% above Bank of England base rate
13.1	Address of Council Premises to be licensed to Service Provider:	<p><u>The Pound:</u> Regis Road, London NW5 3EW</p> <p><u>CCTV suite:</u> 1<sup>st</sup> Floor, 100 St Pancras Way, London NW1 9NF</p> <p><u>CEO bases:</u></p> <p>199 Belsize Road, Kilburn, NW6 4AA</p> <p>7 - 9 Crowndale Road, Somers Town, NW1 1TU</p> <p>78 Holmes Road, Holmes Rd Depot, Kentish Town, NW5 3AB (entry is via 25 Spring Place)</p> <p>45 Heath Street Hampstead London NW3 6UA</p>
16.1	Application of TUPE	Yes/No *
17.1.2	Date for on-street CEOs who may transfer under TUPE to achieve VRQ (Level 2)	12 months from the Commencement Date
28.3	Council's nominated officer for dispute resolution:	Assistant Director (Culture and Environment)
47.1	Address for service of notices	Council address: Enforcement Manager London Borough of Camden 100 St Pancras Way London NW1 9GH

Condition reference	Variable	
		Service Provider address: The Contract Manager Tim Ward 25 Spring Place Kentish Town NW5 3AP Tel : 0207 9741713 Fax : 0207 9746255 Email : <u><a href="mailto:tim.ward@nslservices.co.uk">tim.ward@nslservices.co.uk</a></u>



**SCHEDULE 2**  
**SPECIFICATION AND APPENDICES TO THE SPECIFICATION**



## **APPENDICES TO THE SPECIFICATION:**

- 1 Map of the London Borough of Camden
- 2 LBC Equalities Policy
- 3 Management Information and Routine Reporting
- 4 Minimum Content for CEO Pocketbooks
- 5 Operational Days and Hours
- 6 LBC Green Vehicle Policy
- 7 LBC Sustainability Policy
- 8 Documentation to be Supplied by the Service Provider
- 9 Photo Quality Rating
- 10 Outline of CEO Handbook
- 11 Clamping and Removal Priorities



## GLOSSARY OF TERMS USED

AO	Authorised Officer
C&G	City and Guilds
CCTV	Closed Circuit Television
CEA	Civil Enforcement Area
CEO	Civil Enforcement Officer
CPE	Civil Parking Enforcement
CPZ	Controlled Parking Zone
DCS	Despatch Control System
DfT	Department for Transport
DVLA	Driver Vehicle Licensing Agency
EV	Enforcement Vehicle
HHCT	Hand Held Computer Terminals
LBC	London Borough of Camden
MP	Metropolitan Police
NTO	Notice to Owner
OBCEO	On Board Civil Enforcement Officer
P&D	Pay and Display
PATAS	Parking and Traffic Appeals Service
PCN	Penalty Charge Notice
PS	Pound Supervisor
RTRA	Road Traffic Regulation Act 1984, as amended
SEA	Special Enforcement Area
SLA	Service Level Agreement
SOR	Schedule of Rates, to be completed by tenderers
TMA	Traffic Management Act 2004, as amended
TMO	Traffic Management Order
VRM	Vehicle Registration Mark

The words and expressions with an initial capital letter that are used in this document shall have the meanings set out in the Conditions of Contract unless specified in this Specification.



Section 3: Services relating to on-street parking enforcement, including parking suspensions operations

Section 4: Services relating to the clamping and removal of vehicles and the vehicle pound located at Regis Road, NW5 3EW ("the Pound") and payment centre at the Pound ("the Payment Centre") operations

Section 5: Services relating to parking and traffic enforcement via CCTV monitoring and data transfer

Section 6: The provision and management of handheld computer technology related to parking enforcement

1.1.5.2. Each of the following are known as core service area:

- On-street parking enforcement
- CCTV monitoring and data transfer
- Clamping and removals and;
- Pound and Payment Centre and operations (if this is included in this Contract)

## 1.2. Parking Provisions in LBC

1.2.1. The control of parking in LBC is based upon the Council's parking objectives, which include, but are not limited to the following:

- to restrain the inessential use of vehicles so that more essential vehicles (e.g., emergency services vehicles, commercial vehicles, and buses) can operate efficiently and without undue delay;
- to balance the demands of parking within LBC in a way that maintains the economic viability and the attractiveness of LBC, yet reduces congestion and promotes sustainable travel patterns and behaviour;
- to preserve existing carriageway capacity on major roads throughout the day and to restrict the parking of larger vehicles where necessary on minor roads, so as to secure to expeditious movement of vehicular traffic, cycles, and pedestrians on the Council's road network and to facilitate that on other authorities networks;
- to ensure that the efficient operation of bus services is not impeded by illegally parked vehicles, and to facilitate improvements to those services where appropriate;
- to make parking arrangements in such a way that they do not impinge on footway space, obstruct pedestrians or cyclists, and take into account the access for and the needs of disabled people;
- to reduce the adverse affects of large volumes of vehicles of traffic on the environment;
- to meet parking needs of people with disabilities; and
- to assist with the re-allocation of space away from private car use to towards other sustainable transport modes (public transport, pedestrians, cyclists) and the improvement of the public realm.

Further details can be found in the Council's Interim Parking Enforcement Plan, available via [www.camden.gov.uk/parking](http://www.camden.gov.uk/parking).

1.2.2. A number of permit parking schemes are applied throughout LBC as extensive use is made of permit parking areas in LBC. The use of this type of controlled

parking may well extend in the future as the availability of space comes under pressure.

- 1.2.3. The CEA area to be included in this Contract is illustrated on the map at Appendix 1. There is a limited extent of roads which are presently excluded from the CEA/SEA. The CEA to be included in this Contract will increase if the responsibility for parking and traffic enforcement of any of these currently excluded roads is transferred to the Council.
- 1.2.4. The TMA defines the banding of streets; most of LBC's streets are within, 'Band A', which presently corresponds to the full charge amount of £120, currently discounted to £60 if paid within 14 days of issue. The remainder of LBC's streets are within 'Band B'.
- 1.2.5. All streets south of Euston Rd, central London, are currently within the Congestion Zone, although this has no direct impact on the Services to be provided under the Contract.
- 1.2.6. There is considerable experience in the use of clamping and removing within the Council and these techniques of enforcement will continue in the foreseeable future. The Council wishes to draw together the use of such techniques on Council housing estates and in on-street areas, and this Specification includes requirements in relation to the provision of services in both of these areas.
- 1.2.7. The Council is an extensive user of static and mobile cameras for enforcement of static and moving contraventions. Such Service provision will continue to be required under this Contract, including the provision of suitable vehicles to enable such enforcement to be carried out.
- 1.2.8. The key services relating to back-office processing of PCNs are not included within this Contract.
- 1.2.9. The Council is an existing user of ICPS, an IT system for the processing of notices and related parking issues. This will continue during the Contract Term although the IT system may change during the Contract Term, such as when the current contract for software provision expires or is terminated earlier under contract provisions and therefore may be awarded to a new service provider. In the event of a change in IT systems, the Service Provider will co-operate with the Council to implement any consequential changes to operations. The Service Provider will provide certain items of technology for its own Staff, to interface and be compatible with and complement the Council's systems, as specified in Section 6.

### 1.3. Background

#### 1.3.1. Applicable Legislation

- 1.3.1.1. The legal basis for the responsibilities to be undertaken within this Contract is primarily contained within the legislation outlined above. The TMA is the key piece of legislation as far as on-street enforcement is concerned, allowing the Council to enforce most traffic regulations within the areas within LBC.
- 1.3.1.2. The major features derived from the legislation include:
  - a) The existence of a Council wide CEA (attached as Appendix 1), within which the Council is responsible for the enforcement of parking and traffic contraventions using Civil Enforcement Officers (CEOs).
  - b) The use of the civil parking notices, i.e., the Penalty Charge



Notice (PCN), across all on-street areas.

- c) Powers to the Council to clamp and remove vehicles for parking contraventions.
- d) The need to deal with the correspondence resulting from the issue of PCNs and the clamping and removal operations.
- e) The requirement to interact with the two stage appeals system, with the registered keepers of vehicles able to submit representations to the Council under certain circumstances; if these are rejected, there will be recourse to appeal to a second stage, established and managed by the Parking and Traffic Appeals Service (PATAS).
- f) The use of the Traffic Enforcement Centre (Northampton County Court) service, for those cases which are pursued to that stage. This process is automated, using the interchange of electronic data. It will lead to the issue of warrants to bailiffs to enforce recovery in specific cases.

### **1.3.2. The Structure of the Council**

- 1.3.2.1. The Council is a large organisation with various Directorates that are made up of numerous services. The Council's Ways of Working (WOWs) describe how in-house teams and service providers should be seen to be working to ensure that together the Council and service providers deliver excellent service and the Council continues to be a top performing Council. The WOWs, which were introduced in 2004, have been integral to shaping how the Council works and goes about its business, making a significant contribution to its success over the last few years.

The Council's WOW's are as follows:

- We focus on our customers
- We work together
- We find better and cheaper ways
- We take personal responsibility

- 1.3.2.2. The responsibility within the Council for parking comes within Parking Services which is a service within the Division of Public Realm and Sustainability, falling under the Directorate of Culture and Environment. Separate teams within Parking Services manage :

- payments, enquiries to the dedicated call centre, and PCN-related correspondence (including representations and appeals); These functions are carried out by a team presently known as the Customer Services and Correspondence Team;
- debt recovery, and associated contracts;
- parking permits administration and parking suspensions administration;
- complaints against the parking service, and liaison with Members

- 1.3.7.2. Following commencement of this Contract, and subject to agreement, the MP will concentrate their resources on the routes and areas excluded by the Contract, although this will be at their sole discretion. It may be necessary for the MP to remove a vehicle under certain circumstances in any area included in this Contract.
- 1.3.7.3. The Service Provider will have regular contact with the MP on any aspect of local parking enforcement, and in particular for the joint enforcement action likely to be required during the Contract in relation to special events or places of special interest. Any special event which requires co-operation will be notified in sufficient time, and the Service Provider will co-operate with any request for such action made by the Council.
- 1.3.7.4. The MP will have powers to suspend any parking space within LBC.
- 1.3.7.5. The Service Provider **must** maintain good relations with the MP, in order to facilitate:
- the immediate notification to the MP of contraventions against which the Service Provider can take no action;
  - requests for assistance from deployed staff, in particular those Staff involved in the issue of PCNs, and the clamping/removing of vehicles.

## 2. **GENERAL REQUIREMENTS**

### 2.1. Relevance

2.1.1. The following requirements within this Section 2 are general requirements which have applicability across the whole Contract, and as such apply to all Service requirements. Other requirements such as the provision of IT hardware by the Service Provider to its Staff, and certain Service requirements which will apply across the Contract are specified in detail later in this Specification.

### 2.1.2. Volumes

2.1.2.1. Whilst it is not possible to predict accurately the volumes of PCNs, clamp and removals, and events to be associated with the enforcement, the following information is given to illustrate the current scale of the Contract. The Council expects the scale of deployment to alter, but for the results from initial deployed resources to remain relatively static in comparison. However, no responsibility or liability will be accepted by the Council for reliance by the Service Provider or tenderers on the figures shown below, nor will the Council be liable or responsible for any consequences for the Service Provider or tenderer resulting from their reliance or use of the figures specified below:

	07-08 Financial Year	08-09 Financial Year
<b>On-street Enforcement:</b>		
Number of PCNs issued:	352,562	329,523
Average hours deployed in a calendar month (excludes Supervisors)	20,823	21,220
<b>CCTV enforcement;</b>		
Number of PCNs issued:	165,807	141,083
Average hours deployed in a calendar month (excludes Supervisors)	N/A	9724
<b>Clamping and Removals – On-street:</b>		
Number of removal trucks	3	3
Number of clamping vehicles	1	1
Number of clamps	86	39
Number of removals	4382	3619
Number of decants	176	74
Number of recants	42	5
Number of vehicles disposed	253	177



**Clamping and Removals – Off-street on Council Housing Estates:**

Numbers of removal trucks	1	1
Numbers of clamping vehicles	2	2
Number of clamps	1895	1654
Number of removals	87	84
Number of decants	N/A	N/A
Number of recants	N/A	N/A
Number of vehicles disposed	43	35

**Suspensions:**

Number of applications	9324	8815
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**2.2. Staffing**

**2.2.1.** This Section of the Specification specifies general aspects of the provision of suitable Staff, both in terms of seniority and capability, such requirements will form part of the Specification. It is not the intention of the Council to specify detailed Staffing numbers for Contract purposes at this stage, instead, the Council requests a schedule of tendered prices (SOR) for the deployment of different categories of Staff, including any associated equipment, and the Council will specify its requirements to require appropriate numbers of Staff from time to time during the Contract in accordance with procedures specified below. Staff numbers may rise as well as fall; in either case, the Council will give a minimum of six week's written notice of any required permanent change in CEO deployment hours and/or Supervisor hours. If, as a result of a reduction in the required deployed hours the Service Provider needs to make alternative arrangements for any given number of its Staff, any associated costs arising as a result of this change will be the responsibility of the Service Provider. Different timescales will apply for changes in the number of enforcement vehicles to be supplied under the Contract.

**2.2.2. The Managers, Deputies and Availability**

**2.2.2.1.** The Contract Manager will be the senior person appointed and authorised by the Service Provider to represent the Service Provider for the purposes of the Contract and make decisions in relation to overall Service delivery with the view to meeting Service objectives.

**2.2.2.2.** It is considered vital that the Contract Manager is highly capable, in terms of demonstrating leadership, delivering against performance indicators and service objectives, and being the Service Provider's primary point of contact for the Council. The Contract Manager shall build and develop local relationships and to understand the specific needs of the Council. It is also considered important that the Contract Manager adopts a responsive stance to the delivery of the Service to the Council and to the public.

**2.2.2.3.** The Council requires that there is a Contract Manager on-site on

each weekday for the duration of the Contract Term when the Contract is in operation. If the Contract Manager is not on-site, a suitable deputy authorised by the Service Provider must be available to the Council ("Deputy Contract Manager"). The Deputy Contract Manager must be approved as qualified by the AO to act on behalf of the Service Provider in relation to the Contract and the Services. The Deputy Contract Manager shall deputise as the Contract Manager when the Contract Manager is not on-site for any reason. It will not be acceptable to the Council for a person who has an alternative role, e.g., the CCTV Manager, to fill the role of Contract Manager, unless the role of the CCTV Manager is also filled for that period of time when the Contract Manager is absent.

- 2.2.2.4. The Contract Manager or the Deputy Contract Manager must be available by telephone 24 hours per day, 365 days a year to manage the Services and to respond to the Council as and when required.
- 2.2.2.5. Additionally, a Clamp and Removals Manager, is required to be in effective charge of all aspects of the clamp and removal operation (potentially also including the Pound and Payment Centre operations if included in this Contract) for a minimum of 8 hours per weekday ("Clamp and Removals Manager").
- 2.2.2.6. Additionally, a CCTV Manager is required to be in effective charge of all aspects of the CCTV operation for a minimum of 8 hours per weekday ("CCTV Manager").
- 2.2.2.7. Additionally, an On-street Manager (or On-street Managers) is required to be in effective charge of all aspects of the on-street operation for a minimum of 8 hours per weekday ("On-street Manager").
- 2.2.2.8. Outside of the hours spent on-site by Managers specified in this Point 2.2.2, or when designated Managers are otherwise not available, the AO shall be provided with a suitable alternative contact authorised by the Service Provider to respond to the Council as and when required in relation to the Contract and the Services in particular.
- 2.2.2.9. The Contract Manager, the Deputy Contract Manager, or other Manager as specified in this Point 2.2.2, may be required to attend meetings with the AO or any other authorised representatives of the Council outside of the normal operational hours.
- 2.2.2.10. Where particular performance or conduct concerns have been identified by the AO, the AO may require the Service Provider's relevant Manager(s), as outlined above, to be present on-site in the evening, night, or weekend if the AO has reasonable concerns about any aspect of performance or conduct during these times.
- 2.2.2.11. The Service Provider is expected to promote equality and diversity in the workforce. LBC's own equalities policy to which the Service Provider shall comply is contained within Appendix 2. Diversity shall be monitored on an annual basis and the results passed to the AO within one month of the completion of the survey.

### **2.2.3. Staff Numbers & Structure**

- 2.2.3.1. For all hours of operation, Staff of the Service Provider and vehicle

deployment hours are defined for initial operations and for tendering purposes in Appendix 1 of the Instructions to Tenderers. A comparison to deployment hours requested by the Council compared to actual deployed hours performed by the Service Provider will be notified by the Service Provider to the Council on a weekly basis for the previous week. This notification shall specify each operatives' specific start and finish times, break times, and where applicable, time spent in training, or in briefings, the CPZ or duty in which operatives were deployed, as well as any other relevant information to deployment that the AO deems necessary for the AO to be informed of activity relating to the calculation of deployed hours and to activity carried out in performing the Contract. This requirement, along with other routine reporting requirements, is specified at Appendix 3.

- 2.2.3.2. The Council must be informed immediately of any change in the Service Provider's local or corporate management structure.

#### **2.2.4. Staff Selection**

- 2.2.4.1. The calibre of Staff to be used by the Service Provider in relation to in the provision of Services is critical to the success of the entire operation. The Service Provider shall ensure that calibre of Staff can meet Service objectives.
- 2.2.4.2. On-street Staff may come across aggressive behaviour from members of the public, and must be trained appropriately and capable of restrained, although authoritative behaviour. The on-street CEO job description should make reference to this aspect of the role.
- 2.2.4.3. Any change to key Contract management Staff should only be made by the Service Provider in consultation with the Council. The Service Provider is required to inform and obtain the approval of the Council in relation to any change of Contract Manager. The Council reserves the right to withhold consent for approval of any candidate who is considered by the Council to be unsuitable for the role of Contract Manager and will provide written reasons of such decision to the Service Provider.
- 2.2.4.4. All Staff are to have defined levels of competence for specific roles, and these levels of competence should be approved by the Council.
- 2.2.4.5. No member of the Service Provider's Staff may have any part of their remuneration made in relation to the volume of PCNs issued, or removals completed or clamps applied.
- 2.2.4.6. Where the Contract Manager and the AO agree that a complaint against a member of the Service Provider's Staff justifies the removal of that member of Staff from the provision of Services, the Service Provider shall immediately remove or procure the removal of that person from the provision of Services and shall provide or procure the provision of a suitable replacement. In the event that the member of Staff is removed in these circumstances, that member of Staff would no longer be authorised to work on any part of the Contract or be involved in any part of the provision of Services.
- 2.2.4.7. All Staff will be required to be positively vetted by Criminal Records Bureau (CRB) to a level of a 'Standard Check' as categorised by the

CRB. The CRB check must be performed prior to the Staff member being deployed on this Contract. The Council reserves the right to instruct the Service Provider at any time to change the category of CRB check to an 'Enhanced Check' as offered by the CRB. No member of Staff may be involved in the provision of Services under the Contract if there are any adverse entries against them following, as a minimum, a Standard CRB check and the Service Provider determines that the member of Staff is unsuitable to be employed in relation to the provision of Services. Where the Service Provider decided to employ an individual with an adverse entry, the Council must be notified of the content of that entry before that individual is confirmed into post. In such circumstances, if an adverse entry is likely to have a negative impact on the provision of Services, the Council may request the removal of that member of Staff from the provision of Services.

2.2.4.8. The Council reserves the right to perform occasional checks of paperwork held by the Service Provider concerning the eligibility of Staff to work in the UK.

2.2.4.9. All Staff will be required to pass a literacy and numeracy test of the Service Provider's design which shall serve to ensure that Staff will be capable in adequately communicating written and verbal English. The AO is permitted to have input into the content of this test which must be approved at the commencement of the Contract by the AO, and used thereafter. The test shall be reviewed on an annual basis by the Service Provider and proposals for changes reported to the AO for the AO's input and approval before being used in this Contract.

## **2.2.5. Staff Training**

### **2.2.5.1. Training to be Provided by the Council**

2.2.5.1.1. It is a requirement of the Specification that training as specified in Point 2.2.5.1.3 is provided to the Staff by appropriately trained members internally within the Council from the Council's Parking Services Section. In order for a Staff member to be deployed in the provision of Services that Staff member must have attended the training programmes specified below or equivalent and must have passed the assessment in such qualification or equivalent. However, the Council shall exercise a degree of flexibility with regards to the urgency of assessing competency with regards to a certain Staff members transferred under TUPE. This flexibility is specified in Point 2.2.5.1.5 below.

2.2.5.1.2. The Council will provide the training using the frameworks required by the educational body applicable to that programme, and to externally assessed levels of competence. The Council will facilitate the assessment process, and award the necessary qualifications to Staff that have passed the training. The Service Provider and its Staff members will not be penalised for any failure by the Council to provide this training to the required standard and timetable, while the Service Provider will be responsible for any consequences of failure on the part of



any member of the Staff to pass the assessment process.

2.2.5.1.3. Trainers from the Council's Parking Services Section, presently operating from premises located in Camden Town, NW1, will provide the following:-

- The necessary training for a BTEC Level 2 Award in CCTV Enforcement Operations ('BTEC Level 2') or equivalent; and
- The necessary training for a C&G Vocationally Recognised Qualification (VRQ) Level 2 Award for Civil Enforcement Officers (Parking) (1889-01) ('C&G VRQ') or equivalent.

2.2.5.1.4. The training programmes or equivalent training programmes will involve an external assessment of competence. No more than one re-sit of an assessment by any one member of staff will be permitted; candidates who are not verified as competent must not be deployed on this Contract.

2.2.5.1.5. On-street CEOs who have transferred under TUPE who continue to perform the role of the on-street CEO must be verified as competent within 12 months of the commencement of the Contract. For avoidance of doubt this does not apply to CCTV CEOs.

2.2.5.1.6. The Council reserves the right to offer an alternative but equivalent training programme of a similar standard to those specified above if there are reasonable grounds for doing so. If the Council believes this to be necessary, the Council will consult with the Service Provider on any proposed change of training and assessment.

2.2.5.1.7. The Council will require 7 Calendar Day's notice to accommodate a candidate onto a course. Generally no more than 7 candidates will be accommodated for any given training programme; on occasion more candidates may be accommodated, however, the Council will ensure that if this does occur, the quality of training delivery is not affected.

2.2.5.1.8. Charges

2.2.5.1.8.1. The Council will not apply any charges for the provision of the BTEC Level 2 or the C&G VRQ training or equivalent training programmes in the period up to and including 31 July 2010. Training programmes commencing thereafter will incur a charge.

- The charge per attendee for the BTEC Level 2 in CCTV Enforcement Operations is

£1000, with a typical duration of 5.5 days.

- The charge per attendee for the C&G Vocationally Recognised Qualification (VRQ) Level 2 Award for Civil Enforcement Officers is £500, with a typical duration of 5 days.

2.2.5.1.8.2. These charges will be reviewed by the Council annually. The Council may increase or decrease the charge by no more than the rate of RPI for the previous 12 months, per annum.

2.2.5.1.8.3. Charges for such training programmes will be incurred immediately upon the Council confirming to the Service Provider the candidate's placement onto a course. The charges for either training programme include one examination; an additional examination session will incur an additional one-off cost of £50.

2.2.5.1.8.4. The Council will invoice the supplier monthly on the basis of the number of candidates notified to attend by the Service Provider. The Council will notify the Service Provider of the attendance of candidates for each training programme; but for the avoidance of doubt the full charge will apply in any event.

#### 2.2.5.2. Training to be Provided by the Service Provider

2.2.5.2.1. The Service Provider will be responsible for the provision, including the cost, of training in other areas deemed relevant to performing the Service for this Council that are not covered by the C&G VRQ and the BTEC Level 2 (or equivalent). This would include, but not be limited to:

- **training in connection with the Council's specific evidence requirements.** Examples would include, but not be limited to, training in relation to pocketbook content, image capturing requirements, information to be captured in HHCTs, use of equipment.
- **training related to providing a high level of customer service for those designated for roles that include contact with members of the public.** The Council expects all members of the public to be dealt with in a polite, restrained manner by the Staff members. The attitude adopted by Staff

reflects on the Council, and Staff must be made aware by the Service Provider of the need for a helpful attitude at all times.

- **local knowledge.** This will enable CEOs to deal with basic enquiries from the public.
- **training in the Council's enforcement protocol.** Induction training must reflect the Council's Enforcement Protocol which it is expected that the Service Provider will be familiar with prior to the Commencement Date. The Protocol is a public document and is available via [www.camden.gov.uk/parking](http://www.camden.gov.uk/parking). The Protocol specifies the types of parking restrictions, as well as the exemptions and relevant observation periods, in connection with those parking restrictions that are applicable within LBC. Post Contract award, the Service Provider will be provided with a hardcopy of this Protocol, and any other supporting information deemed relevant to enable the Service Provider to carry out parking enforcement in the manner which the Council requires. The manner in which the Service Provider carries out enforcement is subject to change. The Service Provider will be notified in writing of any change to the Enforcement Protocol, and/or of any change to the manner in which the general or specific approach to enforcement shall be carried out. It is expected that any changes of this nature will be communicated fully in accordance with the timescales set out in the instruction provided to the Service Provider by the Council.

Should a training need arise as a result of a single but substantial change (or package of changes) to the way in which the Council requires the Service Provider to perform the Service, and this in turn results in a Council-approved programme of training exceeding one hour, the Council will be responsible for the cost of providing that training to a maximum of four of the Service Provider's trainers. An example of when such a training need would arise could be the introduction of new technology supplied by the Council such as cashless parking. Thereafter the Service Provider will be responsible for the cost of passing on such training to all relevant operational staff.

2.2.5.2.2. Details of the content of training provided by the Service Provider must be submitted to the Council and approved in writing before the programme commences. The Council reserves the right to audit the training programme, including its content and delivery, at any time during the Contract Term.

2.2.5.2.3. Where the MP offer to assist the Service Provider with the training of Staff, this offer will be accepted and the MP input planned as a routine element of training. The Council may also be brought into training sessions to brief the Staff

on the local needs and aspirations for the Services.

- 2.2.5.2.4. In circumstances where a potential recruit holds an appropriate qualification, the Service Provider shall provide the AO with a profile of the individual and proof of their qualification in order to seek written approval from the AO to recruit this person on the basis of there being no need to undertake the qualification prior to the recruitment. Should such approval be granted, the individual would still be required to undertake training in the areas outlined in 2.2.5.2.1 above and any other training to enable them to fully perform their designated duty.
- 2.2.5.2.5. Prior to carrying out supervisory activities, the Service Provider shall ensure that Supervisors undergo a training programme that has been formulated specifically to equip the Supervisor with the skills necessary to carry out the required functions such as in relation to a human resources approach, operations, and leadership. The training programme for Supervisors must be approved by the Council prior to it being delivered.
- 2.2.5.2.6. From time to time, the Council may issue details of changes to the Services in accordance with the provisions of the Contract. It is expected that the content of such changes will be briefed to all Staff by the Service Provider at the earliest practical opportunity and that, where appropriate, the content is included in future training programmes provided by the Service Provider to its Staff.
- 2.2.5.2.7. The Service Provider shall carry out on-going training assessments for all operational Staff and ensure that any training needs identified are rectified promptly.
- 2.2.5.2.8. The Service Provider shall keep electronic records of the training received by Staff, commencing with induction training modules, details of which will form a management information requirement as stated under 'Training Plan' as specified in Schedule 4. Council Officers will use the Training Plan to assess the effectiveness of the Service Provider's Staff training and development strategies.
- 2.2.5.2.9. The Service Provider will be responsible for retaining hardcopies or scanned copies of training material, such as material handed to Staff as a part of training, completed selection tests taken by Staff, training evaluation forms/reports. Information about training will be made available to the AO within four calendar days of instructions being provided by the AO, or as otherwise reasonably instructed by the AO.

## **2.2.6. Uniform**

- 2.2.6.1. The Service Provider shall provide suitable uniforms for all Staff who may come into contact with a member of the public will be expected to wear a suitable uniform at all times when on duty. CEOs on duty in the CCTV suite must also wear a uniform. Uniforms should not be worn off-duty whilst outside of the Premises and/or Locations.

- 2.2.6.2. CEOs will be expected to wear uniforms that conform to the broad specification in DfT Guidance, and as defined in the appropriate regulations and legislation. In particular, on-street enforcement Staff will wear approved high visibility garments, and appropriate head gear.
- 2.2.6.3. The design of uniforms for Staff providing Services must be approved by the AO prior to use on-street. Details of uniforms shall be submitted to the Council within 4 weeks of the award of the Contract. For the design, the Service Provider must bear in mind DfT Guidance for CPE, and while it must be readily distinguishable from those worn by MP and traffic wardens, it should nonetheless convey an appearance of authority. Casual clothing is not considered appropriate for front line parking enforcement Staff.
- 2.2.6.4. It is the Service Provider's responsibility to ensure that uniforms of Staff are kept in presentable order. Headgear must always be worn by CEOs at all times while on duty shoes and boots must be polished and no jewellery other than stud earrings or wedding or engagement rings may be worn. In no circumstances shall trainers or sport shoes be worn whilst on duty.
- 2.2.6.5. As well as the appearance of the uniform of Staff, the Service Provider is expected to ensure that any member of Staff coming into contact with members of the public is of acceptable personal appearance; the decision of the AO is final in every respect for such matters.
- 2.2.6.6. CEOs operating on-street in any context may be required by the Council to wear and operate a "head-cam" camera to record their actions and in particular, any interaction with a member of the public. These head-cams would be provided by the Service Provider. The purpose of head-cams may be to improve the safety environment in which the Staff operate and to improve the evidential information available to the Council. If the Council requires head cams to be worn by the Service Provider's CEOs, the Council will produce a code of practice for use of the head cams, which will include details of how to continuously record using the head cams whilst on duty, to download recorded images at the completion of each shift, to keep images available for a period of 6 months thereafter, and to make the images available to the Council within a maximum of 24 hours of an AO request.

## **2.2.7. Identification**

- 2.2.7.1. The Service Provider shall provide to each member of Staff a sealed identifier badge of a style authorised for use by Council, containing as a minimum the photograph, employer and designation of the member of Staff. This identifier badge will be carried at all times Staff are on duty. This will remain the property of the Service Provider at all times and must be returned by the Staff member to the Service Provider if that Staff member leaves employment or is no longer involved in the provision of Services.
- 2.2.7.2. All uniformed Staff will be allocated a number to be worn on the epaulette of their uniform, from a sequence allocated by the Council. This number will be unique to that Staff member and should be visible at all times, regardless of the type of uniform being worn at

the time.

- 2.2.7.3. All uniforms, including any high visibility or weatherproof over garments, will bear a prominent identification of the name of the Council.

## **2.2.8. Deployed Hours Payable Under the SOR**

- 2.2.8.1. Deployed hours are to be those hours that Staff are actively engaged in providing designated parking and/or traffic enforcement duties within Operational Days and Hours as determined by the Council (initial Operational Days and Hours are specified in Appendix 5 to this Specification). The numbers of deployed hours requested and paid for by the Council will therefore exclude absence due to sickness, annual leave or any such reason. Meal breaks will not be counted toward deployed hours; travel from the premises to and from the designated enforcement areas will also not be counted towards deployment. Briefing time or end of shift paperwork will not count towards deployed hours. A claim for rest breaks will not be permitted within deployed hours. On-going staffing training is included in deployed hours but induction training up to the stage of CEO certification is not included.
- 2.2.8.2. For every 8 deployed operatives (i.e., CEOs and Staff designated with driving duties) on-street per day, there shall be a deployed Supervisor. A Supervisor is defined as CEO with responsibility for the performance of one or more other CEOs. The number of Supervisors to be deployed shall be rounded-up from the number of Staff operatives; therefore for example, if 10 CEOs are on duty, a minimum of 2 deployed Supervisors shall be on duty. These principles shall apply separately to each functional area of the Contract, i.e., on-street enforcement, clamping and removals, CCTV operations (and if included in this Contract), Pound and Payment Centre operations. A greater span of control shall be permitted for CCTV where a ratio of 11 deployed Staff to one Supervisor shall be applied.
- 2.2.8.3. The Council intends to remain involved in the detailed direction of, but not management of, the Contract resources for on-street enforcement. This will be done in the overall context of deployed hours of CEOs required by the Council. The deployed hours required by the Council will be outlined in a deployment plan which may change from time to time.
- 2.2.8.4. Schedule 11 of the Conditions of Contract gives indicative deployment numbers for pricing and tender evaluation purposes. Immediately after award the Council will advise the Service Provider of detailed deployment requirements in writing via a deployment plan. No later than 6 weeks after award, the Service Provider shall submit a schedule of staffing and shift patterns to meet the requirements of the deployment plan.
- 2.2.8.5. Prior to the Commencement Date the Council and the Service Provider shall agree all staffing deployment details, within the numbers agreed at the previous stage. Any subsequent changes proposed by the Service Provider must be approved by the Council prior to such changes being put into effect. If negotiations on this matter fail to reach acceptable solutions, the Council will determine

the shift patterns.

2.2.8.6. From the Commencement Date, the Service Provider shall:-

- a) Increase or decrease the number of CEO deployed hours within four weeks of such instruction being received in writing from the AO, in accordance with the tendered prices in the SOR. The ratio of Supervisors to CEOs will be maintained regardless of such increase or decrease, unless otherwise instructed by the AO. An increase or decrease to the number of vehicles attract a different set of timescales as specified in the Vehicles Section of this Specification.
- b) Provide such additional Staff as may be requested for special events at any of the public sites in LBC. This provision may demand Staff in numbers which are temporarily in excess of those normally required by the Council. Every effort will be made to give as much notice as possible of these occasions, but Service Provider must recognise that such events can occur at very short notice.

2.2.8.7. It will be the Service Provider's responsibility to determine the total number and category of Staff required for employment in order to achieve the deployed resource required by the Council on each day.

2.2.8.8. The suspected falsification of deployed time will result in the Council withholding payment related to such inaccurate or disputed time recording until the Service Provider can provide evidence to the Council of the accuracy of the time recording. There shall be no payment for deployed time that has been falsified or which cannot be supported by evidence. If payment has been made for falsified deployed time, the Council must be reimbursed accordingly immediately. The falsification of deployed hours would be a matter of serious concern to the Council and such occurrences would result in the Council instructing the Service Provider to review the offending member of Staff's suitability for the post.

#### **2.2.9. Hours and Days of Operation**

2.2.9.1. The hours and days which are the typical required minimum provision for normal operations are specified in Appendix 5. Bank Holidays are to be viewed as a Sunday.

2.2.9.2. The Council reserves the right to alter hours and days of operation by the Service Provider in the light of operational efficiency, or to cope with special circumstances or in any other circumstances when the Council believes this is necessary. Full co-operation in relation to changes specified in this Point 2.2.9.2 shall be required by the Service Provider.

2.2.9.3. Parking restrictions apply within the CEA, varying in length and times in accordance with individual requirements of TMOs. Restrictions may also apply to only part of the year, or to any particular day.

#### **2.2.10. Traffic Management Orders**

2.2.10.1. The Council has TMOs controlling parking throughout LBC. Changes in the extent and nature of the TMOs are likely to occur both before the start of operations, and during the Contract Term. All

enforcement will be in accordance with these TMOs and the TMA and associated legislation.

- 2.2.10.2. Details of TMOs within the CEA are loaded onto a GIS database. The Council aims to provide authorised representatives of the Service Provider with access to this database if Service Provider and Council believe the provision of such information will enhance the Services to be provided by the Service Provider.
- 2.2.10.3. It is the Council's responsibility to ensure that the TMOs are enforceable. The Service Provider shall only enforce what is, to the Service Provider's knowledge, correctly indicated on-street and shall assume that the Council has determined that the lines and signs represent legally enforceable TMOs. The Service Provider shall notify the AO of any anomalies or discrepancies in lines and signs within 1 Operational Day of the Service Provider becoming aware of such anomalies or discrepancies.
- 2.2.10.4. The Service Provider shall retain all documents and maps supplied by the Council for the Service Provider's reference for the duration of the Contract Term. Wherever possible, any query relating to any PCN issued shall refer to the relevant plan and, if applicable, a TMO relevant at the date of the issue of the PCN.

#### **2.2.11. Inclement Weather**

- 2.2.11.1. Inclement weather shall be determined by the AO as constituting weather inappropriate for parking and/or traffic enforcement that is not a Force Majeure event and therefore shall be dealt with as below:
- 2.2.11.2. For the first 24 hours of any suspension of duties, the Council shall pay the fixed charges for all hours as they were planned to be operated. After the initial 24 hour period, the Council will not pay for any lost time, unless it was lost at the request of the Council.
- 2.2.11.3. Any other financial consequence of inclement weather will be the entire responsibility of the Service Provider.
- 2.2.11.4. The Service Provider may be required temporarily to alter the programme of the Services, in order to carry out any of the Services which were not carried out during the period of inclement weather and which the AO requires to be performed as a priority once the Services are resumed.

#### **2.2.12. Health and Safety**

- 2.2.12.1. The Service Provider is expected to have an adequate health and safety policy and procedures in place that take into account any relevant risks.
- 2.2.12.2. Records and statistics relating to verbal assaults, physical assaults, racial assaults, and incidents where the MP has been contacted for assistance, must be made on the day of the incident occurring and will need to be forwarded to the AO on a quarterly basis. Statistical information provided by the Service Provider will be included in Council-wide statistics on such matters.

#### **2.2.13. Business Continuity**

- 2.2.13.1. The Council requires a service which demonstrates a high degree of



2.2.15.20. The Service Provider shall provide and maintain email facilities to enable prompt contact with the Council. Separate email facilities with a generic email address should be established for the Contract Manager and Supervisors at each site.

2.2.15.21. The Council reserves the right, on production of proof of identity whether with or without an accompanied guest, to have access at any reasonable time to all Premises and Locations occupied by the Service Provider for the purpose of providing Services to this Council. This includes, but may not be limited to, CEO bases, the Pound, the decant pound, and the CCTV suite.

2.2.15.22. Particulars concerning CEO bases:

2.2.15.22.1. All CEO bases currently supplied by the Council are presently fitted and furnished by, or behalf, of the Council. In terms of furnishings, in essence there is a fridge, a bank of lockers, managers/supervisors' desks and chairs in each. A full inventory will be compiled by the Council upon Contract Commencement. It is anticipated that any goods, items, possessions or furniture provided for use in the Premises by the Council will remain for use by the Service Provider during the Contract Term. However, should there be a need for maintenance and/or replacement of these items, this shall be the responsibility of the Service Provider, as well as the cost and maintenance of any new furniture requirements in relation to the Contract.

2.2.15.23. Particulars concerning the Pound:

2.2.15.23.1. A sufficient number of PCs will be supplied by the Council to enable the Service Provider to use software specified by the Council to be used in the provision of parking and traffic enforcement services.

2.2.15.23.2. There is internal and external CCTV at the Premises which may be used by the Council for any purpose. The CCTV system is available for continuous recording of all visitors to the Payment Centre. The Council shall ensure that the system is clearly identifying persons entering the Payment Centre. Where appropriate, the Service Provider will have use of the system for monitoring the area.

2.2.15.24. Particulars concerning the CCTV suite:

2.2.15.24.1. The parking and traffic enforcement CCTV suite is located and being operated from 100 St Pancras Way NW1 9NF .

2.2.15.24.2. The Council will provide to the Service Provider exclusive use of the CCTV suite subject to licence which is equipped with the CCTV monitoring equipment. This equipment is likely to change during the Contract Term, so flexibility from the Service Provider in terms of Staff deployment and training is essential. The equipment at the CCTV suite will include PCs, desks and chairs for the Staff.

2.2.15.24.3. A rest room is provided adjacent to the CCTV suite. This is available to Council staff, some of whom may be unconnected with this Contract as well as Service Provider

Staff. Any furniture, fittings or equipment to be provided for Staff in the rest room must be approved by the Authorised Officer prior to purchase by the Service Provider.

2.2.15.24.4. No electronic equipment (e.g., televisions or radios) shall be used in any part of the accommodation and mobile phones or personal entertainment equipment must not be used in any manner within the CCTV suite.

2.2.15.24.5. The Service Provider's Staff shall not consume food or drink in the CCTV suite.

2.2.15.24.6. There is internal CCTV in the premises which may be used by the Council for any purpose.

#### 2.2.15.25. Security matters

2.2.15.25.1. Where security passes or keys have been issued, these are not to be shared, and their loss must be immediately reported on the same day in writing to the AO who shall arrange for a new issue. The Service Provider shall reimburse the Council for the cost of replacing security passes or keys issued by the Council.

2.2.15.25.2. Where PIN codes have been issued, these numbers are to remain confidential.

2.2.15.25.3. Whilst the Council is responsible for putting general security measures into place such as swipe card access, PIN code access, locks on windows, the Service Provider is responsible for ensuring that unauthorised personnel do not have the opportunity to gain entry into the Premises. A security protocol shall be agreed between the Council and the Service Provider and strictly adhered to by the Service Provider.

#### 2.2.15.26. Maintenance and Health and Safety

2.2.15.26.1. The Council will supply the requisite health & safety equipment and will check twice a year that the agreed health and safety policies are being adhered to.

2.2.15.26.2. The Council expects that all premises occupied by the Service Provider will be maintained in a reasonably clean and tidy state at all times. The Service Provider's Staff are expected to clean their own dishes and kitchen appliances as is reasonably practical as this does not form part of the cleaning service provided by the Council as specified in Point 2.2.15.10.

2.2.15.26.3. Costs that arise out of the damage and vandalism to the Premises are the responsibility of the Service Provider and particulars will be contained in the applicable lease/licence or other similar legal agreement as determined by the Council to be entered into between the Council and the Service Provider in relation to each of the Premises for which the Council supplies.

2.2.15.26.4. A daily check shall be made by the Service Provider of the Premises to identify any maintenance issues, which shall

be defined by the Council prior to Contract Commencement, for which the Council is responsible for rectifying. Maintenance issues shall be brought to the attention of the AO by the Service Provider in writing within 24 hours, or immediately if the maintenance issue is a risk to health and safety.

## **2.3. Contract Management**

### **2.3.1. Default by Service Provider**

- 2.3.1.1. Certain defaults by the Service Provider in the Services as specified in Schedule 5 of the Conditions of Contract will be dealt with in accordance with the Schedule of Defaults, attached as Schedule 5 of the Conditions of Contract.

### **2.3.2. Management Information and Routine Reporting**

- 2.3.2.1. The Service Provider will submit written reports describing the performance of the Service against the performance measures in particular, but also highlighting potential problems, suggestions for improvement, and such issues. Such reports will form the basis of the regular meetings to be held in accordance with the Conditions of Contract.
- 2.3.2.2. The Service Provider is required to submit to the AO a number of reports, varying in frequency. Initial reporting requirements are specified in Appendix 3. Management information requirements may change from time to time.
- 2.3.2.3. Monthly reports shall contain an analysis of KPI performance, and those matter set out in Condition 18.2 of the Conditions of Contract. The annual reports will be at a strategic level, and should identify the operational issues for the following year, including issues of overall Service provision, Service efficiencies, KPI performance, performance related payment/payment mechanism, strategic deployment and related matters.
- 2.3.2.4. Weekly reports should be submitted to the Authorised Officer on each Monday. Monthly Reports should be presented by the 7th Calendar Day after the end of the Calendar Month to which the Monthly Report relates. Annual reports should be submitted by the 14th Calendar Day of April each year, starting in April 2011.
- 2.3.2.5. It is imperative that the Council has the ability to produce accurate reports using information that has been inputted by the Service Provider in providing the Services. For example, the Service Provider is responsible for the quality of content of data downloaded from the HHCT, ensuring that all required fields are wholly and correctly.
- 2.3.2.6. The Council will allow authorised representatives of the Service Provider limited access to a drive on the Council's server as specified by the Council and the Service Provider will use such drive to provide the Authorised Officer with information during the Contract Term as specified by the Authorised Officer. This platform, known as the 'shared drive', will be accessed by authorised members of the Service Provider via PCs provided by the Council for use at the Premises.

### **2.3.3. Key Performance Indicators**

- 2.3.3.1. The Council requires that the Contract operates within a framework of key performance indicators (KPIs); they are objective factors, capable of measurement, which will determine some aspect of overall performance. The purpose of the KPIs would be to guide Contract performance to the Council's objectives.
- 2.3.3.2. The initial list of KPIs, definitions, and the methodology of measurement are specified in Schedule 4 of the Conditions of Contract.
- 2.3.3.3. Further KPIs will be agreed from time to time by the Council and the Service Provider and will be used in accordance with the provisions of the Conditions of Contract; similarly, the Council and the Service Provider may also agree to remove one or more KPIs.
- 2.3.3.4. If the opinion varies between the Service Provider and the Council on whether performance has met a target for a KPI, the decision of the Council will be final.
- 2.3.3.5. The Council reserves the right to audit any data the Service Provider has used to measure Contract performance.
- 2.3.3.6. It will be the responsibility of the Service Provider to present the KPIs for the most recent period at each Contract review meeting. These will be presented on the basis of comparison for the past periods, with commentary addressing unusual variations. Some analyses of the KPIs are capable of being produced from the Council's IT System to which the Service Provider will have controlled access.
- 2.3.3.7. The Council gathers data relating to compliance of vehicles with the parking and traffic regulations. This form of monitoring will continue throughout the Contract Term, and where appropriate, will aid the Council in making informed decisions about the need for changes in deployment or levels of staffing.
- 2.3.3.8. The purpose of the KPIs is to provide evidence of continuous improvement throughout the Contract Term. If the Service Provider does not demonstrate a willingness and recognition to address this issue it will not be meeting the Council's requirements.
- 2.3.3.9. KPIs and their significance by use of the categories of 'critical' and non-critical 'may be varied during the Contract Term in accordance with the Conditions of Contract.
- 2.3.3.10. The Council may use a range of indicators to measure the Service Provider's performance that are not key performance indicators and therefore not used in the application of the payment mechanism.

### **2.3.4. Contract Review Meetings**

- 2.3.4.1. Contract review meetings will be held on a monthly basis within two weeks of the end of a period. Times and dates will be set by mutual agreement between the Contract Manager and the AO. The purpose of these meetings is to review regular events and Service delivery and to identify issues where action is required by either party. The annual meetings will involve the negotiation of the Service required in the following year, including definition of the Service and the pricing issues which are relevant. These will be held in the second

Provider to enable a comprehensive reply to be given to an enquiry or complaint, such details as requested by the Council shall be provided by the Service Provider within two Operational Days of being requested to do so. Occasionally, the circumstances of the enquiry or complaint may demand that the Service Provider provides the required details as a priority in the shortest time possible.

- 2.5.2.2. Every step must be taken to ensure that the requests of this nature are complied with efficiently and diligently. The Service Provider must take all appropriate measures to ensure that the statement produced by the CEO or other member of Staff, is a lucid, coherent, legible and relevant response to each of the issues raised in the complaint and by the Council. The CEO's Supervisor must ensure that it is of a satisfactory standard before submitting it to the Council.
- 2.5.2.3. Should the CEO from whom the statement is requested be on leave, then the AO should be notified via email by the next Operational Day, if not on the same day the request is received. The Service Provider should supply the AO with the reason for CEO's absence, the expected date of return to duty, and the proposed date for the statement to be completed and passed to the AO.
- 2.5.2.4. For each complaint and/or enquiry that results in a statement request by the Council from the Service Provider, the AO will supply the Service Provider with details of the complaint. In order to assist the CEO in the production of a statement, the Service Provider shall ensure that the CEO has access to documents such as any relevant pocketbook entries, management information system print outs, photos and any other relevant information. This information will be available on the Council's PCN processing system, to which the Service Provider will have restricted on-line access via the PCs supplied by the Council for use in the Premises.
- 2.5.2.5. It may be necessary for an AO to interview a CEO who is the subject of a complaint. This may or may not coincide with the production of a CEO's statement. The AO may pursue issues that could be directly or indirectly related to the complaint.
- 2.5.2.6. The AO will notify the Contract Manager in the event that an interview is required. Rest days, annual leave, sick leave and other absences notwithstanding, the AO will expect to interview the CEO within 48 hours of making the request. If this is not possible the Service Provider will provide the reasons to the AO why it cannot be met, and will propose dates when such an interview will take place. If the interview cannot take place in the time required, the AO together with other Council officers will take a decision as to the whether any associated charges with a PCN shall be cancelled, which would result in the Service Provider reimbursing the applicable charges to the Council as per the provision in the Schedule of Defaults.
- 2.5.2.7. A copy of the result of the AO's investigation together with any recommendation for further action should be linked to the CEOs file as held by the Service Provider. The Service Provider will confirm to the AO in writing any proposed action to be taken, and the outcome of the proposal.
- 2.5.2.8. PATAS may require that a Staff member attends a hearing, although this does not occur frequently. It is imperative that the Service

Provider makes reasonable endeavours in ensuring that this is made possible.

- 2.5.2.9. If as a result of some incident occurring in the course of the provision of the Services a member of the Service Provider's Staff is required to visit a police station, or is required to be interviewed by the police visiting at any of the Premises or Locations, that Staff member shall be provided with legal representation and/or managerial representation for the course of that visit.

### **2.5.3. Documentation Design and Supply**

- 2.5.3.1. As described elsewhere in this Specification, the design of any documents supplied by the Service Provider such as those specified in this Specification to be used in relation to the Contract or the Services will be approved by the AO. It is recognised that several parties, including the Service Provider, will have an interest in ensuring that the design meets their requirements, and consequently, there will be a process of full consultation with relevant parties before any document is formally approved although the decision of the AO will be final.
- 2.5.3.2. Once agreed, the responsibility for the supply of the required documents will be the Service Provider's. Appendix 8 contains a list of initial requisite documentation; the Service Provider is responsible for its design, printing and supply at its own expense.

#### **Document Storage**

- 2.5.3.3. The Service Provider shall store a defined set of documents relating to historical events, including training materials and incidents for which there is an incident report, for the Contract Term. This list of documents will be agreed from time to time between the Council and the Service Provider. Upon expiry or earlier termination of the Contract, the Service Provider will be required to effect an orderly handover of the up-to-date filing system of this set of documents to the Council.
- 2.5.3.4. At any other time, unless otherwise specified in this Specification, the Service Provider will be required to access any particular document or case file as required by the AO within 3 Operational Days.

### **2.6. Audit Access**

- 2.6.1. The Council's requirements in relation to access by members of the Council, internal and external auditors to information related to the Contract and the Services is specified in the Conditions of Contract.

### **3. SERVICES FOR ON-STREET ENFORCEMENT**

#### **3.1. Introduction**

##### **3.1.1. The enforcement operation specified in this Section includes:**

- issue of notices for all on-street permitted parking place contraventions within LBC and other non criminal parking contraventions within the CEA;
- the identification of opportunities for removals and clamping;

All operating as defined by the RTRA, and the TMA, and other applicable legislation.

- other reporting and on-street related functions

##### **3.1.2. During the Contract Term, the Council may introduce a wider range of street environment-related enforcement and reporting activities to be performed by the Service Provider at no additional cost. These may include, but are not be limited to, the reporting of highway defects, the verification of licences for skips or street traders, and the reporting of fly-tipping, although this list is not exhaustive.**

#### **3.2. Service Provider's Duties And Responsibilities**

##### **3.2.1. The Service Provider's duties and obligations are set out in the Contract documents.**

##### **3.2.2. Enforcement of Parking Contraventions**

###### **3.2.2.1. The Service Provider shall provide CEOs qualified to standards outlined in the Section entitled 'Staff Training' to enforce all applicable restrictions within the CEA by the issue of PCNs to vehicles contravening the parking regulations and by authorising the removal/clamping of vehicles when appropriate.**

##### **3.2.3. Deployment Requirements**

###### **3.2.3.1. A deployed on-street CEO is one who is capable of performing enforcement duties as specified in this Specification. For the avoidance of doubt, a fully equipped CEO is one who shall:**

- Be fully and correctly uniformed;
- Carry fully functional and appropriate electronic equipment (the HHCT, printer, camera, and, if required by the Council, head-cams) and a sufficient number of associated consumables; and.
- Carry any other relevant items required to perform enforcement duties.

Any CEO found not be fully equipped and trained to a standard by the Council is considered to not be a deployed unit in accordance with the SOR.

###### **3.2.3.2. The Service Provider must ensure that CEOs log out of the HHCT software and record log out details in the pocketbook when not deployed.**

##### **3.2.4. Patrol Requirements**

###### **3.2.4.1. Within the programme of visits laid down (or approved) by the Council in the form of a deployment plan, to be issued to the Service Provider pre-implementation, the Service Provider will allocate the**

resources in accordance with the deployment plan to achieve the objectives of the Council. The times of the visits to the specified locations shall vary from day to day and shall range from the start of controlled, restricted or prohibited hours to their end.

3.2.4.2. The Service Provider shall:

- a) comply with any patrol requirements as shall have been given by the AO in writing, or instructions as shall have been given by the AO within a timescale specified by the AO.
- b) on instruction of the AO, arrange for the CEOs to concentrate their efforts at certain times, at certain sites or on certain contraventions. Instructions may be given verbally, electronically or in writing, and in most cases, such instructions will give no less than one hour's notice of any requirement, and will not apply to more than the number of deployed CEO and Service Provider Supervisor resources which the Service Provider would normally have deployed.
- c) ensure that enforcement is reasonably distributed across a geographic area and in accordance with the need for enforcement. Streets known to have higher levels of non-compliance are to be visited more often. In addition, particular attention shall be given to the restrictions which assist public transport operations.
- d) as a minimum, patrol every street within each CPZ (with the exception of those CPZs that apply for two hours each weekday), on at least one occasion on those days during which controlled hours apply, and carry out appropriate vehicle checks and enforcement action for non-compliance to parking regulations. The Council will ensure sufficient resources are available to ensure such patrolling can occur.
- e) ensure that over-enforcement of certain areas does not occur; the AO will define in the context of particular streets what "over-enforcement" means.

3.2.4.3. It is critical that the Service Provider adopts a proactive approach to identify areas of concern and adapt enforcement to resolve the problem by means of an enforcement presence. Further, the Service Provider shall engage in a dialogue with the Council on how deployed resources are best utilised, using a combination of local knowledge and enforcement expertise. Historically, particular areas of non-compliance have been in areas surrounding:

- schools, namely at school start and end times within school term time
- cafes, particularly in the middle of the day
- mini cab offices, where the mini cabs tend to wait for job allocation
- popular night clubs, bars and restaurants, particularly at night and in central London



- 3.2.4.4. The Council will determine from time to time, observation periods by contravention code, which will be strictly adhered to. The observation period will be a time to elapse between the first observations of a vehicle which is suspected of being in contravention, and the commencement of issuing the PCN. This period may vary from zero minutes upwards, and the observation type may be constant or casual and will be specified by the Council. This list of observation periods will be given to the Service Provider from time to time, and will be subject to discussion between the Service Provider and the AO. However, the Council's decision on this will always be final.
- 3.2.4.5. CEOs must be extremely sensitive to the possibility of allegations of corruption. No member of Staff shall solicit or accept any gratuity or tip or other form of money-taking for any part of the Service; or omitting to provide any part of the Service.
- 3.2.4.6. The objectives of the enforcement shall be to help to achieve a safe environment for the people who live, visit and work in LBC, and where traffic moves as easily as possible. At all times therefore, the Service Provider will ensure that the deployment of resources is contributing towards these goals. A major measure of success will therefore be the levels of compliance by parked vehicles with the restrictions evident on the streets. The Service Provider will therefore have a degree of freedom to distribute resources, and to direct its Staff in ways which will help to achieve these aims. In the context of a partnership with the Council, the AO will work with the Service Provider to help to determine the overall direction of resources.
- 3.2.4.7. Patrols will always take place using individual CEOs, unless agreed in advance with the AO. This excludes during training, when a maximum of groups of 3 plus a trainer will be permitted.
- 3.2.4.8. CEOs shall patrol the beats on foot unless otherwise authorised to do so by the Council.
- 3.2.4.9. The Service Provider, in addition to the Council, shall monitor the distribution of CEOs to ensure that the frequency of patrols and the general approach to patrolling is proportionate to the levels, or apparent instances, of non-compliance.
- 3.2.4.10. The shifts and breaks times of members of Staff must be staggered in order to provide an adequate deployed level of Service as far as is reasonably practical.
- 3.2.4.11. Members of the Staff should be rotated on a regular basis within tasks for which they are qualified. For example, no members of Staff will operate together as a pair of Staff for longer than 1 week. Specific Staff members operating together will always take their breaks at the same time, and start and end their shifts at the same time.
- 3.2.4.12. The Service Provider shall comply with an instruction from the AO to remove a CEO from a particular street, beat, or CPZ for any period of time.
- 3.2.4.13. Certain locations in LBC are monitored and enforced by CEOs using

CCTV. It is critical that the Service Provider ensures that on-street staff do not patrol areas covered by CCTV. A list of camera locations shall be provided to the Service Provider prior to the Commencement Date.

#### **3.2.4.14. Reasons for Variations**

3.2.4.14.1. The variation in the number of visits required in each area may, without limitation, result from:

- any variations in CEO numbers specified by the AO;
- any evaluation of the operation of the Premises and/or Locations;
- the need to achieve a balance between the occurrence of contraventions and level of enforcement;
- amendments to Council policy;
- changes in parking patterns;
- changes to the street architecture;
- special events;
- emergencies;
- works on the highway;
- Temporary TMOs (as defined in the RTRA) ;
- Experimental TMOs (as defined in the RTRA);
- changes to TMOs in an area;
- any other reason which the AO deems relevant.

#### **3.2.5. CEO Responsibilities**

3.2.5.1. During the hours of operation the Service Provider shall arrange for CEOs to patrol all requested areas. Whilst on patrol, it will be the CEOs' responsibility to:

- Check that any parking equipment appears to be in correct working order by a thorough visual inspection and, for a P&D ticket machine, and if requested by the AO, a coin acceptance check and production of a test ticket if appropriate. CEOs should also report instances of out of order pay and display machines or meters. A check of the parking equipment must occur prior to a PCN being issued to a vehicle parked in a Pay and Display parking place.
- Patrol streets, and on every occasion, log the entry and exit into the pocket book and HHCT of every street patrolled whilst on duty.
- Check that all signs and markings are readily visible and correct.
- Check each vehicle parked in an area subject to controls for compliance with the relevant parking restriction and protocol of enforcement.
- Issue a PCN to all vehicles that appear to be parked in contravention, as defined by national legislation and by Council instruction / enforcement protocol.

- Request vehicles to be clamped, removed, or relocated in accordance with the relevant Council policies and procedures.
- Identify and report any suspected permit fraud.
- Identify and report suspected abandoned vehicles parked on the highway.
- Check as far as is reasonably practical, street signage and line markings on the highway, and report missing or incorrect signage and line markings.
- Check temporary parking suspension signage to ensure it is valid and signed in accordance with the Council's policies and procedures. It will be the responsibility of the Service Provider to place such signage, as specified later in this Section.
- Identify and report instances of parking places being occupied by vehicles or objects in circumstances where that parking place should be suspended.
- Identify and report vehicles that may be authorised for clamping or removing, including persistent evaders, as specified in the Council's procedures, a copy of which is to be provided to the Service Provider by the Council.
- Provide witness statements to Council officers when they are required, such as to enable officers to respond to PCN-related investigations that require additional evidence, complaints, member enquiries, MP investigations, appeals lodged with PATAS.
- Attend hearings at PATAS where the Adjudicator has made a request.
- Issue warning notices and information leaflets as the need arises.
- Participate with other agencies with a view to improving the Service, community safety, and/or the environment. This participation may extend to exercises such as occasional joint working and patrols with Council officers and/or the MP, or informing the MP of vehicle-related criminal activity.
- Provide an ambassadorial role in terms of helping the public and answering their reasonable questions in relation to parking enforcement.
- Otherwise perform the functions for the proper operation and control of the areas which such a CEO may be authorised to perform.
- Carry out any other observations and reporting requirements the AO may reasonably request.

3.2.5.2. The Service Provider shall take into consideration that the role of the CEO will be subject to some modification during the Contract Term in response to changes in application regulations, strategic initiatives of the Council, and specific project initiatives to improve the

Services. For example, the Council is looking to explore the possible benefits to the Service from using head-cams. During the Contract Term the Council may explore the possibility of the CEO role expanding to include the issue of Fixed Penalty Notices for environment-related offences. Nevertheless, the overall purpose of CEOs in this Contract is in connection with parking and traffic related enforcement duties.

3.2.5.3. If a CEO is unsure about whether or not a contravention is occurring, the CEO must check with their Supervisor regarding the issue of a PCN before it is issued.

3.2.5.4. In engaging with the public, CEOs shall never:

- Promise to cancel a PCN
- Engage in verbal abuse
- Enter into any conversation regarding their terms and conditions of employment
- Pass comment on what they know or perceive to be the Council's requirements or policies on parking enforcement, including the content of the CEO handbook or Enforcement Protocol.

### **3.2.6. Abandoned Vehicles**

3.2.6.1. The primary responsibility for abandoned vehicles rests with the Abandoned Vehicles Section of the Council which is a Section other than Parking Services. However, the Service Provider will be responsible for issuing PCNs to vehicles suspected of being abandoned but which are also in contravention of parking regulations. The Service Provider must ensure that such vehicles do not become the subject of repeated PCN issue by CEOs.

3.2.6.2. On the first day of identifying what appears to be an abandoned vehicle parked in contravention, the CEO shall issue a PCN as per the normal protocol. If on the following day, the vehicle remains undisturbed, the CEO shall issue a second PCN and the Service Provider shall pass via email all relevant details to the Abandoned Vehicles Section of the Council within 2 hours of its sighting, with a copy to the AO. These details will include:

- the precise location of where the potentially abandoned vehicle is parked;
- Photographs as specified in the Photograph Protocol to be handed to the Service Provider prior to the Commencement of the Contract;
- the VRM, the make, model and colour, the tax disc number and expiry date; and
- where appropriate, a brief account of why the vehicle appears to be abandoned.

3.2.6.3. The Service Provider shall maintain a database of abandoned vehicles sighted and reported to the Abandoned Vehicles Section, including the time the vehicle was sighted and the time the vehicle was reported to the required parties. This database shall be made

available to the Council at any time.

- 3.2.6.4. Further action is not to be taken by the Service Provider with regards to the potentially abandoned vehicle unless specifically instructed by the Council.
- 3.2.6.5. If a CEO considers a vehicle to be abandoned on-street and it is not displaying a VRM or tax disc, and therefore it is not possible to take enforcement action as specified above, the precise location of where the vehicle is parked and a physical description shall still be passed via email to the Abandoned Vehicles Section of the Council, with a copy to the AO, for investigation.
- 3.2.6.6. The Service Provider shall also be responsible for reporting suspected abandoned vehicles on the highway where no contravention has taken place. These vehicles shall be reported via email to the Abandoned Vehicles Section of the Council, with a copy to the AO, on the same day as they are first observed.
- 3.2.6.7. CEOs shall take into account the following guidelines below in determining whether a vehicle is abandoned:
- The vehicle has been issued with more than one PCN, and:
  - An expired tax disc is displayed, or there's no tax disc at all
  - Wheels are missing or tyres are punctured
  - Evidence of rust on the disc brakes
  - Burnt-out or seriously damaged, such as a significantly damaged front, rear, or side panels, or a missing driver's seat or steering wheel.

### **3.2.7. Signs and Lines**

- 3.2.7.1. The specifications to be used for most lines and signs will be as laid down by the current edition of the Traffic Signs Regulations and General Directions Manual.
- 3.2.7.2. During the Contract Term, the Service Provider shall identify lines and signs which require attention, and report these instances of lines and signs defects to the AO.
- 3.2.7.3. CEOs shall be responsible for recording in the pocketbook such instances.
- 3.2.7.4. Lines matters requiring attention are typically those situations where lines appear to be faded, missing in parts, or incorrect for the purpose in which they were intended.
- 3.2.7.5. Signs matters requiring attention are typically those situations where detail on a sign is missing, or the sign has been vandalised, not facing the right angle, or is otherwise damaged and/or illegible.
- 3.2.7.6. All signs and lines seen in the course of patrol are to be checked daily by the CEOs, and reported to the Supervisor if attention is required.
- 3.2.7.7. The Service Provider shall maintain a database of all defects, containing, as a minimum, the date and time identified, the CEO who made the identification, the type of parking place or otherwise restricted area affected, the precise location of the defect, the nature

of the defect, and how and when it was reported. This database must be updated at least once a day, and shall be made available to the AO at any time.

- 3.2.7.8. If the opinion of the need for repair for signs and lines varies between the Service Provider and the AO, the decision of the AO will be final.

### **3.2.8. Pay & Display Machine Checks**

- 3.2.8.1. In the course of routine patrols, CEOs shall check all payment machines in the CEA, which will normally involve a thorough visual check of each machine.
- 3.2.8.2. If a payment machine appears to be functioning satisfactorily, and if a note has been left in a vehicle indicating a problem with a piece of equipment, the CEO will recheck the functions of the Pay and Display machine.
- 3.2.8.3. Any piece of equipment which is seen to be inoperative will be noted in the HHCT and CEO pocketbook and immediately reported to the Parking Maintenance Section of the Council. If the machine is operating satisfactorily, but a note to the contrary has been left in a vehicle, then this fact will also be noted and a PCN issued.
- 3.2.8.4. The Service Provider will maintain a database of reported payment equipment faults on the Service Provider's IT system, including as a minimum, the following information:
- CEO number
  - device number
  - name of the street the device is on
  - fault seen
  - date and time the fault was reported to the Council's Parking Maintenance Section.
- 3.2.8.5. The Service Provider will record all reported faults on its IT database which shall be available for viewing and access by Council staff at any time, via daily update of the database which will be stored electronically in a folder on the shared drive.
- 3.2.8.6. The Service Provider will not be responsible for the repair and maintenance of parking equipment.

### **3.2.9. Persistent Evaders**

- 3.2.9.1. CEOs shall notify the PDC immediately upon recognising that the vehicle belongs to a persistent evader, and where applicable, act in accordance with any specific messages on the HHCT or via the PDC that provide specific instructions in dealing with the persistent evader. The Council will monitor the performance of CEOs notifying the PDC of persistent evaders which may be prioritised for clamping or removal. It is expected that 90% of all persistent evaders presented to CEOs will be notified to the PDC.
- 3.2.9.2. Further requirements in relation to dealing with persistent evaders in the Section of Specification on clamping and removing.

### **3.2.10. Footway Parking**

- 3.2.10.1. The Service Provider will be expected to take a pro-active and highly consistent approach to dealing with vehicles that are parked with one or more wheels on any part of an urban road other than a carriageway. The Council currently uses the Great London Council Powers (General Powers Act) 1974 as the basis for its approach.

#### **3.2.11. Covered Vehicles**

- 3.2.11.1. CEOs shall exercise care when taking enforcement action in connection with vehicles that are covered with tarpaulins, ensuring that no damage is caused should the tarpaulin need to be removed to ascertain the VRM, make and colour. If the tarpaulin is taped or tied down, CEOs shall not interfere.
- 3.2.11.2. In cases where the necessary details cannot be obtained to issue a PCN, the Service Provider shall notify both the Section of the Council responsible for obstructions of this nature, and the AO, on the same day that the vehicle has been observed, detailing the precise location of the vehicle and any relevant information to assist the Council.

#### **3.2.12. Vehicle Drive-aways and 'Prevented from Serving' PCNs**

- 3.2.12.1. In these circumstances, CEOs should make notes concerning the sequence of events, and make best efforts to capture photographic evidence in line with the Photograph Protocol provided by the Council, including photos of the drive-away itself as it occurs.
- 3.2.12.2. CEOs may be presented with threats of violence or acts of violence in response to attempts to serve the PCN. Should these threats or acts of violence intimidate the CEO to the extent that the CEO considers it appropriate for his or her own safety not to serve the PCN by handing it to the driver or attaching it to the vehicle, then the CEO may select 'Prevented From Serving' as the destination of the notice. In these circumstances, CEOs should make notes concerning the sequence of events.
- 3.2.12.3. Given the expectation that councils will be in a position to support with evidence the issue of these types of PCNs, the Council requires full co-operation from the Service Provider in adhering to the procedures and instructions to be provided by the Council to ensure that cases such as those described in this Point 3.2.12 are processed as effectively as possible.

#### **3.2.13. Digital Photographs**

- 3.2.13.1. The Service Provider is required to provide each deployed on-street CEO with a digital camera. Specific camera requirements are specified in Section 6 of this Specification.
- 3.2.13.2. The Council considers the taking of digital photographs in support of PCNs issued to be a significant factor in supporting its aim of seeking to provide a quality parking enforcement service. The Council will therefore determine from time to time, the rules for the taking of digital photographs of vehicles parked in contravention, and the Service Provider will implement such rules. The Service Provider will be consulted on the rules prior to implementation, but the requirements of the Council will prevail. The rules set by the Council are presently outlined in a 'Photograph Protocol', a copy of

which will be provided to the Service Provider prior to the Commencement Date. The Photograph Protocol specifies the circumstances under which a photograph will be taken and will specify the evidential information that is required as a consequence of taking the photographs. As a minimum requirement, the Council requires that a minimum of 6 photographs are taken for each parking contravention identified for which is PCN is issued, which should include, but not be limited to one of the VRM, one of the PCN affixed to the vehicle, one of the windscreen, and any applicable documentation on display, the general context of the contravention and a close up of any applicable signage; however, the requirements outlined in the Photograph Protocol will provide more specific guidance. It is against the Photograph Protocol that quality will be measured (see Appendix 9).

- 3.2.13.3. Access to each digital photograph taken will be made available to the Council, on the PCN processing system, by 10am the following Calendar Day of the related PCN being issued, and will be linked electronically to the relevant case record. It will be the Service Provider's responsibility to achieve 100% linking of photographs to case records on the system. The Council will supply a software module for photo allocation to the Service Provider.
- 3.2.13.4. The Service Provider is responsible to ensure that every CEO on patrol carries a fully operational digital camera, which shall be provided at the Service Provider's cost.
- 3.2.13.5. Each camera will be tested at the commencement of each shift to ensure that the image is clear, the time and date setting is on and correct (as instructed by the Speaking Clock or by the Rugby Clock).

#### **3.2.14. Information Leaflet Distribution**

- 3.2.14.1. Presently, the Council does not distribute information leaflets via CEOs. However, in future a need may arise to have CEOs provide to drivers or place on vehicles such leaflets. If this need arises, the Council shall bear the cost of such leaflet production.

#### **3.2.15. Special Enforcement**

- 3.2.15.1. From time to time, the Service Provider may be required by the AO to provide and direct resources to manage specific problematic areas, for example, in connection with minicab offices, mechanics' garages, street markets, motorcycles on the footway.
- 3.2.15.2. As the Service Provider's Staff have the opportunity to accumulate knowledge and experience of problematic and potentially problematic enforcement issues on-street, the Service Provider is expected to keep the Council informed of any areas of concern so that the AO may consider measures necessary to resolve such issues.
- 3.2.15.3. Should the Council require special enforcement to be taken, the AO may instruct the Service Provider to maintain an electronic file on the matter, detailing relevant information with regards to visits, observations, PCNs issued, vehicle drive aways, interaction with drivers, and complaints. Such files should be updated to a frequency to be determined by the Council, and the AO shall have access to the file as frequently as the AO deems necessary.



### **3.2.16. Rapid Response Team**

- 3.2.16.1. The Service Provider will agree with the AO to deploy a small group of CEOs in response to requests for assistance from other CEOs or from the public, or from the AO. These CEOs will be deployed on powered two-wheeled vehicles and should otherwise carry out routine enforcement.
- 3.2.16.2. The Service Provider will also respond to any priority request to deal with any contraventions which are passed to the Service Provider, by having a CEO check the site of a complaint within no more than 1 hour, or within an alternative and reasonable timescale to be instructed by the AO on account of the urgency of the situation.

### **3.2.17. Radio Operators**

- 3.2.17.1. The Service Provider shall supply a radio system to support its deployed Staff which provides adequate coverage for communications across LBC. This system will be operational at all times that CEOs are deployed on-street and in clamp or removal vehicles.
- 3.2.17.2. The AO and the Service Provider will agree a deployment pattern for Staff to attend to the radio system to meet this requirement.
- 3.2.17.3. The cost of the radio system and its operators will be included within the Service Provider's overheads within the Target Cost.
- 3.2.17.4. The Service Provider shall ensure there are standards in place in relation to proper conduct whilst on the radio and the correct use of radios in given circumstances and that these standards are adhered to.

### **3.2.18. Penalty Charge Notices and Associated Numbers**

- 3.2.18.1. The format of the PCNs to be issued will be approved in advance of first issue by the AO. They will follow DfT Guidance and appropriate Regulations, although the Service Provider will be free to propose concepts which suit its equipment and method of operation.
- 3.2.18.2. The Service Provider will maintain an audit trail of the use of HHCTs by CEOs that shall be made available to the Council at any time.
- 3.2.18.3. The Service Provider will provide all HHCT PCN rolls, and manual PCNs.
- 3.2.18.4. Manually issued PCNs (and associated photographs) must be entered by the Service Provider onto the IT software system specified by the Council by 10am the following Operational Day. All manually issued PCNs will be delivered to Parking Services within 3 Operational Days of being entered.

### **3.2.19. Dispensations and Non-enforcements**

- 3.2.19.1. Dispensations and non-enforcements (also known as 'waivers') may be issued for a variety of reasons including such circumstances as:-
- to authorise loading/unloading of a vehicle where this action is either banned or permitted for an insufficient limited period and other alternative arrangements cannot be made.
  - to authorise a vehicle to park near a property when any

alternative arrangement would be unsatisfactory e.g. weddings, funerals.

3.2.19.2. The Council will be wholly responsible for authorising and administering such arrangements. Primarily this involves the Permit Administration Section of the Council issuing a 'parking dispensation' or 'Permission to Park Permit' that drivers must display on the vehicle.

3.2.19.3. Occasionally, the Council may need to instruct the Service Provider not to take enforcement action against a particular vehicle or in particular locations, particularly in circumstances where the non-enforcement needs to take place with immediate effect (e.g., in circumstances where there has been a vehicle breakdown). The AO will notify the Service Provider by phone (followed up as soon as possible with a written request) or by email, depending on the urgency of the request. The Service Provider shall respond by immediately notifying all operational Staff of the non-enforcement request in full accordance with the AO's instructions.

3.2.19.4. Only the AO can instruct non-enforcement to the Service Provider in specified circumstances. In no circumstances shall the Service Provider initiate or otherwise grant non-enforcement without prior written permission from the Council.

### **3.2.20. Special Events**

3.2.20.1. For events associated with any major public site within LBC, ("Special Events") the Service Provider will be given as much prior notice as possible of events where additional resources are required; however, such events may occur in such a manner that only a few day's notice may be given. As such, therefore, the Service Provider may be requested to bring in additional resources, although the Council will have a reasonable expectation about the practicality of this being achieved.

3.2.20.2. The Service Provider will provide CEOs to act as visible deterrents under certain defined circumstances, particularly in association with special events. At these times and places, the CEOs may be under the Council's instruction not to issue PCNs.

3.2.20.3. The Service Provider shall co-operate fully with the Council or the MP in alterations to the parking arrangements for special events. Instructions should only be issued by the AO. If the MP attempt to issue instructions directly, the Service Provider should co-operate as far as is possible and reasonable, but refer the matter immediately to the AO.

3.2.20.4. The Council's TMOs state that the MP has the power to suspend parking places for up to 24 hours without notice to Council officers. Should CEOs note any suspensions self-implemented by the MP, the AO shall be immediately notified.

3.2.20.5. On occasions where the Commissioner of the MP imposes special regulations on a stretch of highway and indicates such with temporary signing, it shall be the responsibility of the MP to enforce those regulations. The Service Provider shall not have authority to act or assist on these occasions since criminal and not civil, contraventions will be involved.

### **3.2.21. Presence Recording**

- 3.2.21.1. The Service Provider will capture data to enable the Council's Contract monitoring staff to check that the required deployment has been achieved. If GPS recording is not available, the Service Provider must provide an accurate and robust alternative method for electronically capturing street visit this information until such time as the GPS recording is rectified. Whilst on duty, CEOs must record their location at least every five minutes, and a recording shall be made of the visit to each street patrolled. The CEO will positively record his/her presence on each such occasion in a street on a HHCT. This device will automatically record the date and time with his/her record of presence and this information will be transferred to the main PCN processing computer system at the end of each shift. Thereafter, this information will be provided daily in an agreed format to the Council to analyse the presence and route of each CEO.
- 3.2.21.2. Failure by the Service Provider to comply with the requirements in this Point 3.2.21 shall result in any unaccounted for hours not being identified as deployed hours.

### **3.2.22. CEO Handbook**

- 3.2.22.1. Detailed guidance on the requirements of the role and customer care should be contained within the Service Provider's CEO Handbook (Handbook) and given to each CEO by a Supervisor. This Handbook will be written by the Service Provider, incorporating relevant aspects of instructions from the Council. The proposed content of the Handbook is at Appendix 10 to the Specification. The Service Provider will be expected to deposit with the Council a copy of the first version of the Handbook prior to the Commencement Date, including details of any subsequent changes thereafter. The Council reserves the right to specify amendments to this Handbook and to require them to be incorporated and implemented by the Service Provider. The Council also reserves the right to have either a version or the entire series of Handbooks revoked from use on this Contract; at which time, the copies of the Handbook must be immediately destroyed at the Service Provider's expense.

### **3.2.23. Signing On Duty**

- 3.2.23.1. All CEOs, before they leave their base for the commencement of duties on a shift, will produce a test PCN from their HHCT, which will be checked and approved by the Supervisor, signed and filed for proof of correct operation, if required at a later date. No member of Staff shall be deployed with the camera, HHCT or test PCNs displaying an incorrect time. Any matters of concern must be dealt with prior to deployment. All such test PCNs will be kept for a period of two years thereafter and destroyed only with the express approval in writing of the AO.

### **3.2.24. End Of Day Procedures**

- 3.2.24.1. At the end of each shift all CEOs shall hand to the Supervisor the following items:-
- HHCT
  - duplicate PCNs

- spoilt/invalid notices
- notes explaining the reasons for the spoilt tickets
- radio transmitter/receiver
- camera
- pocketbook

3.2.24.2. The Supervisor must ensure that the data from the HHCT and photographs from the camera are uploaded daily, and that any information is transferred to the Council from the HHCT or pocketbook in line with agreed requirements.

3.2.24.3. The Service Provider must ensure daily that the PCN data is validated and correctly transferred to the PCN processing system as operated by the Service Provider. If there are any outstanding queries relating to invalid or incomplete data, these must be conclusively resolved and transferred to the PCN processing system within three Calendar Days.

### **3.2.25. PCN Duplicates**

3.2.25.1. The Service Provider will be required to deliver to Parking Services a duplicate of every PCN issued in a given day, within 3 Operational Days.

3.2.25.2. The duplicates shall be sorted by date and then by CEO shoulder number.

3.2.25.3. The Council will remain responsible for the storage of duplicate PCNs.

### **3.2.26. Use of Pocketbooks**

3.2.26.1. The minimum information which the Service Provider shall collect either by HHCT or in handwritten form within the CEO pocketbook is specified in Appendix 10. The notes recorded will contain the information which is specified from time to time by the AO for specific circumstances. Where appropriate, they will contain written text, sketches and verbatim records of conversations. All items of data which are not routinely collected within the HHCT will be written into the pocketbook. Each entry will be recorded with the date and time, and the PCN reference recorded where appropriate. The HHCT record must record the CEO pocketbook page number for cross-reference purposes. A detailed procedure on the collection of data in pocketbooks will be produced by the Council and given to the Service Provider prior to the Commencement Date. The procedure must then be followed rigorously by the Service Provider as the guide for the use of pocketbooks.

3.2.26.2. It is critical that pocketbook entries are made at the time of the PCN being issued. If the Council identifies notes not being made contemporaneously, this could result in the AO instructing associated PCNs to be voided, and in these circumstances, those PCN would be considered CEO errors.

3.2.26.3. Handwriting in pocketbooks, and in other parking enforcement documentation, must be clear, legible, and in English.

3.2.26.4. The Service Provider must ensure that they have a robust self

monitoring plan to prevent the practice of making false entries into either pocket books or HHCTs. This includes, but is not limited to, entries pertaining to the issue of fraudulent PCNs or location logging to cover periods of prolonged or non-official breaks. The Council will also conduct random checks to ensure the authenticity of pocket book or HHCT loggings.

- 3.2.26.5. The design of the pocketbook will be initially approved by the AO, prior to use on-street.
- 3.2.26.6. Each CEO will have a new pocketbook for each shift of duty, and for every new date commencing from 0:00 hours.
- 3.2.26.7. Each completed pocketbook will be transferred by the Service Provider to the Council each weekday for the previous day for the Council to electronically scan them.
- 3.2.26.8. As well as information required for parking management purposes, the Service Provider will collect any information as instructed by the Council that may be useful to other Sections within the Council, or the MP, for other purposes as determined by the Council.

#### **3.2.27. MP Interface**

- 3.2.27.1. When necessary, the MP shall be contacted by telephone by a senior member of the Service Provider's Staff to notify them of relevant CEO reports as and when appropriate. CEOs must be trained to report contraventions which they cannot deal with using their voice radios or similar technology for efficiency.
- 3.2.27.2. In the case of an emergency call for assistance from a CEO, the Supervisor shall use the 999 number only if there is a genuine emergency involving actual or potential attacks on any person or actual attacks on property being in progress at the time. Otherwise the Supervisor shall use the general MP phone number for LBC.

#### **3.2.28. Fraud**

- 3.2.28.1. It is the responsibility of all CEOs to identify and report instances of suspected permit or disabled badge fraud. Such reports should be made to the radio controller who shall then immediately inform the AO, providing supporting information to enable the matter to be investigated.
- 3.2.28.2. The Service Provider shall provide 2 full time "Fraud CEOs", whose primary responsibility is to identify and act on instances of permit and blue badge fraud in LBC.
- 3.2.28.3. The Service Provider shall ensure that these individuals are fully trained as CEOs, and wholly competent in their duties.
- 3.2.28.4. For Service provision purposes, fraud CEOs must be deployed to ensure that there is adequate coverage of the weekday core enforcement hours of 08:30 – 18:30. The Fraud Team may occasionally require the Fraud CEOs deployed hours to be modified to include weekend work. Such requirements will be communicated to the Service Provider giving a minimum of one week's notice.
- 3.2.28.5. The Council will provide to the Fraud CEOs, a disability awareness training session and an assessment of the CEO's understanding of that training session within 4 weeks of the Commencement Date of

the Contract. The Council will also provide a protocol for the Service Provider to adhere to whilst carrying out fraud related duties.

3.2.28.6. As a minimum, core duties to be undertaken by the Fraud CEOs include identifying badges and permits that have been tampered with, suspected forgeries, faded or damaged badges and permits. Having identified such instances, the CEOs will be required to work under the Council's Fraud Team's guidance to carry out such action necessary such as:

- reporting instances of suspected fraud to the appropriate teams within the Council;
- calling for the clamp or removal of vehicles;
- seizing permits from parties suspected of misusing a badge or permit;
- handling face to face queries from members of the public on action taken by the Service Provider in relation to parking enforcement ;
- completion of witness statements;
- attendance at court hearings when requested

3.2.28.7. The CEOs will be required to work closely and co-operate with the Council's Permit Fraud Team. On occasion, the CEO's may also be required to work closely and co-operate with other organisations such as the MP, or other boroughs within London.

3.2.28.8. While Fraud CEOs will, like any other CEO, be supervised and line-managed by a member or members of the Service Provider's own Staff, Fraud CEOs may be instructed directly by an AO to carry out specific fraud-related tasks in LBC in line with Service needs.

3.2.28.9. The Council's Fraud team will play a significant role in monitoring the activity of the Fraud CEOs to ensure that successful outcomes in fraud detection and enforcement.

3.2.28.10. Fraud CEOs will be required to work across the whole of LBC, using their own initiative and local knowledge, and may be directed to certain areas of LBC by the AO/Council's Permit Fraud Team.

3.2.28.11. Whilst engaging in ad hoc fraud detection on-street, Fraud CEOs are expected to carry out their secondary responsibility which is to ensure that parking contraventions are correctly identified and enforced consistently with full adherence to national legislation and the Council's enforcement protocol.

3.2.28.12. Fraud CEOs shall attend and contribute to occasional joint working groups such as the Vehicle Crime Working Group that is attended by Council officers, the MP, and organisations responsible for the management of car parks within LBC.

3.2.28.13. Hours worked by the Fraud CEOs shall be made evident to the AO upon request, but shall not be counted towards 'deployed hours' in measuring a related KPI.

### **3.2.29. Court and Adjudication Service Duties**

3.2.29.1. In addition to performing other duties elsewhere, CEOs shall attend

court or adjudication hearings at the request of the AO. The Service Provider shall be given a minimum of fourteen Calendar Days' notice wherever possible in order for arrangements to be made and for the CEOs to re-acquaint themselves with the facts of the case. CEOs shall be aware of their duties and the procedures they will be required to follow at a hearing.

- 3.2.29.2. Should a CEO fail, without good reason, to attend a hearing or otherwise in the view of the AO negligently contribute to the loss of a case, the default provision within Schedule 5 of the Conditions of Contract will apply.
- 3.2.29.3. If a CEO or other appropriate member of the Service Provider's Staff is unavailable, because of jury service, pre-booked annual leave or sickness supported by medical evidence, the AO shall be informed as soon as the request for attendance is made. It shall be a condition of employment or engagement of any CEO that they attend court or an adjudication hearing to give evidence in any case for which they have relevant evidence after their contract of employment or engagement has terminated with the Service Provider.
- 3.2.29.4. If a CEO or other appropriate member of the Service Provider's Staff is unable to attend a hearing due to illness, the AO shall be advised as soon as possible after the facts are known, and a doctor's medical certificate shall be supplied to be produced to the PATAS or court as evidence.

### **3.2.30. Clamping and Removing - The Role of CEOs**

- 3.2.30.1. CEOs shall identify vehicles to be clamped or removed using the criteria to be provided by the AO to the Contract Manager, subject to any amendment subsequently made by the AO.
- 3.2.30.2. Enforcement vehicle (EV) action shall be requested by means of a message to the Pound specifying:-
  - Location
  - Vehicle Registration Mark
  - Colour
  - Make and model
  - PCN number and contravention code
  - The priority level in accordance with the procedures
  - Any other relevant information
- 3.2.30.3. The CEOs shall transfer details of identified vehicles to the Despatch Control System (DCS) either by the HHCT method of data transmission or in the event of that being inoperable, by voice radio.
- 3.2.30.4. CEOs shall not wait for the Enforcement Vehicle (EV) to arrive. An EV shall be dispatched to the contravening vehicle by the Service Provider's Pound Despatch Controller (PDC) using information provided by the CEO/DCS. The OBCEO shall confirm receipt of the instruction and make the relevant note in the pocketbook.
- 3.2.30.5. The software to be provided to the Service Provider to be used on-street by the CEOs has a function to transfer data in real time

relating to clamp and removal requests to the main IT system. Use of this function shall be the default procedure for the transfer of clamp or removal requests. However, in certain circumstances, the AO may instruct the Service Provider to pass this information via radio communication in the event of system failure.

3.2.30.6. The Service Provider must make task and enforcement information available to the PDC within three minutes of the identification of a vehicle by the CEO. As time is of the essence in this context, this performance is crucial to the ability of the Service Provider to achieve its objectives. This aspect will be subject to close monitoring by the Council.

3.2.30.7. The CEO shall record in the pocketbook the time the request was made.

### **3.2.31. Hand-Held Computer Terminals (HHCTS)**

3.2.31.1. The nature of the task of the on-street and clamp and removal CEO is such that the Service Provider shall provide HHCTs for all CEOs on duty in accordance with Council's requirements as far as the HHCTs and associated devices are concerned.

3.2.31.2. Most important of all is the performance of the devices in printing a PCN. The quality of the print must be tested daily by the Supervisor. The print quality must be such that after 24 hours on a windscreen, the PCN can be easily read at arm's length by any person who holds a driver's licence.

3.2.31.3. The responsibility for the provision of all consumables in relation to the HHCT is the responsibility of the Service Provider.

3.2.31.4. To allow for the event of breakdown of a HHCT while on patrol, the CEOs will carry pads of PCNs which can be used to issue handwritten PCNs. In the event that they are issued, the Service Provider will key in the data to the Council's IT System as if they had been issued by HHCT, and will present the data to the Council in compliance with the timetable defined above.

### **3.2.32. Voice Over Radio System**

3.2.32.1. The Service Provider shall provide each CEO with a means of having direct voice communication with its base. This device shall be capable of two way communication from all points on the CEOs' patrol and the Premises and/or Locations (as appropriate). The Service Provider shall provide the AO with four such devices for communication. The Service Provider shall secure any frequencies and licences for any channels it wishes to use.

3.2.32.2. These devices shall be used by CEOs to enable the following functions to be carried out:-

- Further checks of vehicles against central records
- Requests for clamp/removal action (if the HHCTs are not functioning)
- Reporting functions
- To assist in establishing if a parking contravention is being committed



- Personal assistance
- Any other relevant matter

To ensure an adequate provision for CEO security, these devices shall be equipped with panic alarm buttons.

- 3.2.32.3. The Service Provider shall ensure that these devices function correctly at all times they are in use.

### **3.2.33. Parking Suspensions**

- 3.2.33.1. The Service Provider is required to supply the on-street signing element of the parking suspensions aspect of the Service.
- 3.2.33.2. The Council allows parking spaces and places to be suspended of its applicable restriction and in most cases a charge is made for the service ("a parking suspension") which the Council will collect at the time of application. A parking suspension can be used to prohibit parking where traffic flow might otherwise be restricted during carriageway works or due to additional traffic attending special events. Alternatively a parking suspension can be used for the purpose of reserving a parking place for particular vehicles related to carriageway or building works, filming, removals, etc. The suspension itself is communicated to motorists by the placement of a bag over the sign advising of the suspension, and advance warning signage (AWS) which serves to notify of particulars of that suspension both ahead of the parking suspension coming into effect and whilst the suspension is in place.
- 3.2.33.3. Presently, the notice periods for suspensions depend on the type of parking space(s) suspended:

Residents parking space	14 calendar days
Pay and Display parking space	3 calendar days
All other types of spaces (e.g., spaces for dedicated users such as traders, the disabled, doctors)	7 calendar days

These notice periods are subject to change by the Council.

- 3.2.33.4. At present, suspensions applications and payments are processed by the Parking Services' in-house Permits Administration Section. It is expected that this function will remain in-house for the foreseeable future.
- 3.2.33.5. The Council will determine the deployment hours for this Service requirement and will agree with Service Provider the hours of operation.
- 3.2.33.6. Any parking suspension approved and carried out by or on behalf of the Council is without prejudice to any action which may be taken by the MP to suspend parking places without prior warning for reasons including security and public safety. The Service Provider shall

develop a two way link to the MP to encourage the exchange of information for such occasions.

- 3.2.33.7. The Council will supply access to the software which provides access to parking suspensions data. This software will be accessible as specified by the Council on some or all of the PCs supplied by the Council at each CEO base and the Pound.

3.2.33.8. General Procedures

- 3.2.33.8.1. From 18:00 hours each day, the Service Provider may access the parking suspensions software supplied by the Council to identify the parking suspensions to be implemented, removed, or modified ahead of the following Calendar Day.

- 3.2.33.8.2. The Service Provider is responsible for formulating a daily suspensions plan which contains as a minimum the following information.

- a) Details of AWS to be placed;
- b) Details of Suspensions to be placed before the next day of parking control;
- c) Details of Suspensions to be lifted before the next day of parking control;
- d) Details of any required leafleting.

- 3.2.33.8.3. In line with this suspensions plan, the Service Provider will take the following action to suspend those bays requested for Suspension by carrying out the following tasks:

- to affix advance warning labels to advance warning boards to create AWS;
- to place (AWS) beneath time-plates at a height suitable for optimum visibility. Placing of warning signs must be made in accordance with the relevant notice periods, or other notice periods as instructed by the AO;
- to place suspension bags over time-plates and/or Pay and Display machines to the suspension start date. This should occur on the evening before the suspension start date (but after the cessation of controlled hours for that parking place), or by 6am on the day of the commencement of the suspension
- to lift suspensions by removing both the AWS and suspension bags on the following the expiry of the suspension. The lift must occur before 0630 hours the following day. In the situation where applicants have advised the Council that the suspension may be removed earlier, e.g., works have been completed earlier than anticipated, the AO will communicate the early cessation to the Service Provider who shall have the

suspension lifted within two hours of the instruction being issued.

- to check and remedy the continuing presence of any suspension equipment that has been on-site for more than 14 Calendar Days.
- to distribute leaflets to places of residence or to vehicles on occasions deemed appropriate by the Council.
- to take photographs of the AWS sign on placement, and the suspension bags on placement. It is critical that the photographs are of sufficient quality to identify, as a minimum, the AWS reference and the context of the signage in the environment. The Council will provide specific guidance on photo content. It is also critical that all photos include the correct time and date stamp within the image. Photographs shall be catalogued by the suspension reference number and made available to the Council on the shared drive, or by another means to be determined by the Council, within 1 Operational Day of the photos being taken.
- to make detailed records of the above actions for evidence purposes, in accordance with instructions to be provided by the AO. Currently, information is supplied in pocketbooks and signed job sheets; however, the future requirement may be for records to be made electronically using HHCTs. If this occurs, such change will be made in accordance with the variation/change control provisions (as appropriate) of the Conditions of Contract.

3.2.33.8.4. In the event of the non-availability of a parking place dedicated for the use of one permit holder, such as a trader or an individual who is entitled to a dedicated disabled parking place, the Council will endeavour to provide alternative accommodation for that permit holder. Should the Service Provider need to suspend such a parking place without it being 'flagged' to him/her as a dedicated space, the Staff member shall put up the AWS as per routine protocol and must inform the AO of this the following day to avoid delays in arranging suitable accommodation.

3.2.33.8.5. Where a whole parking place is to be suspended, AWS shall be placed on all time-plate posts within it. Upon commencement of the suspension, suspensions bags shall cover all signs in that parking place.

3.2.33.8.6. Where only part of a parking place is to be suspended, AWS shall be placed on all time-plates posts within the

parking place. If there is more than one time-plate within that parking place, only the time-plate closest to the area to be suspended shall be covered with a bag. If only one time-plate serves the entire parking place, no suspension bag shall be placed over it. By leaving it uncovered, motorists will still be able to identify the applicable parking restriction for parking spaces that are not to be suspended.

3.2.33.8.7. It is essential that the Service Provider takes adequate care in ensuring that all the relevant information is clearly displayed on the AWS. Should the Service Provider be lacking in any necessary information that should have been provided by the Council administrative staff, the Service Provider shall raise this at the earliest opportunity the following day, or by a process otherwise agreed in this regard between the Service Provider and the Council.

3.2.33.8.8. In no circumstances should the Service Provider manually alter particulars on a printed AWS label unless permitted by the AO.

#### 3.2.33.9. Suspensions Accommodation

3.2.33.9.1. Accommodation will be made available by the Council subject to applicable lease/licence or other similar legal agreement as determined by the Council for the use of the mobile suspensions Staff and associated equipment, but not necessarily any of the Service Provider's vehicles, at a site within LBC, to be determined prior to the Commencement Date.

#### 3.2.33.10. Suspensions Equipment

3.2.33.10.1. The Service Provider shall be responsible for providing all the necessary equipment for on-street suspensions implementation, subject to the Council's approval and which shall include, but may not be limited to, suspensions hoods, padlocks to secure the bags, advance warning signage (including adhesive labels), and the means of securing the signage.

3.2.33.10.2. Given the possibility that suspensions equipment is susceptible to occasional damage or theft, the Service Provider must have a routine monitoring process in place to ensure that operational signage is in place, and that those signs identified as being damaged or missing can be replaced on the same shift in order to maintain the suspension and/or the notice of it. AWS boards in particular are susceptible to damage by weather and vandals, so it is critical that the boards supplied are highly robust and capable of remaining affixed.

3.2.33.10.3. It is essential that the Service Provider has sufficient stock levels to cover the highly fluctuating numbers of parking suspensions at any given time, taking into consideration that any damaged or defaced boards will need to be removed from circulation and replaced to preserve a professional image and the effectiveness of such signage

in advising motorists of a suspension.

- 3.2.33.10.4. The Council will provide to the Service Provider details concerning the dimensions and design required for suspension bags and boards, taking into consideration factors such as the size of Pay and Display machines, and the Council's software that produces the labels that need to be affixed onto pre-printed AWS. The Service Provider shall thereafter be responsible for ensuring that all items are of a suitable size and design in accordance with the Council's requirements.

- 3.2.33.10.5. The equipment involved in the Suspensions is as follows:

LOCATION	METHOD
Pay & Display Machines Only	<ul style="list-style-type: none"><li>▪ Durable, waterproof yellow suspension bags, showing the Council's name and logo in colours specified by the Council, and the wording 'Parking Suspension, No waiting, No loading, No unloading'</li><li>▪ durable locks</li></ul>
All Parking Places	<ul style="list-style-type: none"><li>▪ Multi-faced AWS, including adhesive labels</li><li>▪ durable, waterproof yellow suspension bags showing the Council's name and logo in colours specified by the Council and the wording 'Parking Suspension, No loading, No unloading',</li><li>▪ durable locks</li></ul>

- 3.2.33.10.6. This equipment will be provided by and maintained by the Service Provider, following initial approval by the AO.

#### **4. SERVICES FOR CLAMPING AND VEHICLE REMOVALS**

##### **4.1. Introduction**

- 4.1.1.** This Section of the Specification specifies the Council requirements in respect of two groups of services:
- 4.1.1.1.** Clamping and removal operations, on-street and on Council housing estates. Clamping and removal operations relates to the provision of labour and EVs and associated equipment and stationery required for the clamping, removing, relocation, decanting and recanting (between the Pound and the decant pound) of vehicles.
  - 4.1.1.2.** Pound and Payment Centre Operations. The Payment Centre is a customer interface within the Pound building where payments and enquiries are received. 'Pound operations' generally refers to those functions carried out by staff responsible for monitoring the Pound (Pound Attendants) and the vehicles therein, and for the despatching of EVs (Pound Despatch Controllers).
- 4.1.2.** The Service Provider should note that for ease of interpretation of the requirements outlined in this Section, references to Pound and Payment Centre operations have been made with reference to the requirements in respect of clamping and removal operations. For avoidance of doubt, should Pound and Payment Centre operations be excluded from this Contract, the Pound and Payment Centre operations will be performed by Council staff or a third party appointed by the Council to perform such functions.
- 4.1.3.** The nature of the SOR is set out such that the Council will be able to evaluate the costs of outsourcing the staffing element of the Pound and Payment Centre operations aspects compared with the cost of them being performed in-house as is the current arrangement.

##### **4.2. Background**

- 4.2.1.** Clamping and removal services have been in operation in LBC for many years, and the Service Provider will provide Services to continue the existing level and style of enforcement. The Council operates such services from the Pound. However, given that the Pound only has a maximum of 83 available spaces for on street enforcement, including 5 dedicated spaces for parking enforcement on Council housing estates, a decant pound is required to be provided by the Service Provider.
- 4.2.2.** Currently, the majority of clamping takes place on Council housing estates and not on-street. Current policy states that only persistent evaders and vehicles displaying fraudulent documents may be clamped whilst parked on the public highway. The removal and relocation of vehicles takes place both on-street and on Council housing estates.
- 4.2.3.** The EV presently being used for on-street clamping of persistent evaders is also used as a 'rapid response' service for parking suspensions that need removing ahead of the planned expiry time, or for parking suspensions that need urgent implementation outside of the times designated for suspensions operations. It is the intention of the Council to allow a similar degree of multi-use of any EV designated for clamping. The Service Provider must act in accordance with instructions provided by the Council in prioritising duties in instances described in this Point 4.2.3.
- 4.2.4.** The Council operates slightly different policies and procedures concerning the enforcement of vehicles on Council housing estates, and the Service Provider

will be responsible to ensure these differences are understood and implemented. Staff within the Council, with the exception of those in Parking Services, are also involved in managing parking enforcement on the Council housing estates. However, the objective is to make these services as similar as is practical for operational expediency. There may be specific allocations of EVs to on-street and Council housing estate areas.

- 4.2.5.** As Council housing estate areas are not currently described within TMOs, the rules and procedures for enforcing vehicles will be provided by the Council to the Service Provider prior to the Commencement Date.

**4.3. Council Central Role in Clamping and Removals**

**4.3.1. Enforcement**

- 4.3.1.1.** The Council shall direct operations in relation to clamping and removal in terms of determining general policy, and in providing guidance on a tactical basis as to the use of the EVs. This may mean that certain geographic areas are targeted, or that certain contraventions are given particular attention. However, the Council reserves the right to alter existing directions, or to issue new directions, should that be required in the public interest or in the Council's interest.
- 4.3.1.2.** All matters of operational enforcement practice shall be the responsibility of the Clamp and Removals Manager and the Contract Manager, who shall make the necessary decisions in accordance with the guidelines issued by the Council.
- 4.3.1.3.** However, it shall be essential that the AO at any time can direct the operation either in overall terms, or in detail. The Service Provider shall follow such instructions which will not be deemed a variation under the Conditions of Contract unless such intervention becomes prolonged or is frequent in nature in which case such instruction will be made in accordance with the variation provisions of the Contract.
- 4.3.1.4.** Payment for this Service requirement will be in accordance with the SOR. No other items will be paid in relation to the delivery of this Service requirement.

**4.4. The Service Provider Duties and Responsibilities**

**4.4.1. Identification and Authorisation**

- 4.4.1.1.** To be eligible for clamping or removal, a vehicle in contravention must first be properly identified. These identifications will be primarily be as a result of the Service Provider's patrols or from officers within Parking Services. In the case of parking enforcement on Council housing estates, District Housing Offices (DHOs) will be the first point of contact from local residents. Requests by the Council for clamps and removals brought to the Service Provider's Pound Despatch Controller (PDC) attention must be actioned as soon as resources are available to respond.
- 4.4.1.2.** The identification of any vehicle for clamping or removal shall only be carried out in accordance with the relevant instructions laid down by the Council, as amended from time to time by the Council. This is extremely important, as these instructions shall be the statement of the intentions of the Council regarding the use of these methods of enforcement.

#### **4.4.2. On-Board CEOs (OBCEOs)**

- 4.4.2.1. OBCEOs are CEOs who shall be drawn from the Service Provider's more experienced personnel (i.e., a minimum of one year's on-street experience). These CEOs shall receive formal training specifically tailored to the Council's clamp and removal operations.
- 4.4.2.2. OBCEOs shall patrol in the EVs, and shall follow the directions given by the Council regarding area, event and type of contravention and any other directions, in order to meet the transportation objectives of the Council. OBCEOs will not issue any PCNs, unless otherwise instructed by the Council, but OBCEO will complete the documentation as described below and send detailed authorisation and clamp/removal information to the PDC. In the case of removals, OBCEOs will not give physical assistance to the clamp or removal procedure. OBCEOs they will travel in the EVs back to the Pound, effecting the hand-over of the vehicle to the Pound Attendant.
- 4.4.2.3. The Council does not require EVs engaged in decanting/recanting activity to and from the Pound to have an OBCEO in the vehicle nor does the Council require an OBCEO to accompany the driver whilst the EV is deployed solely on de-clamping operations.
- 4.4.2.4. Vehicles displaying a valid or expired disabled badge (excluding suspected fraudulent badges) may not be clamped or removed by the Service Provider unless it has first been authorised by the AO.

#### **4.4.3. Procedures for EV Crews**

- 4.4.3.1. Prior to the start of a shift or after a break, all EV crews shall log on to the HHCT, or in the event of its failure, Staff shall report their movements to the PDC via the radio system. Staff shall log off duty at the end of a shift, and when taking permitted breaks.
- 4.4.3.2. In the event of failure of the software supplied by a software supplier appointed by the Council, the Service Provider shall use a proven, robust method of recording all events relating to a clamp or removal case, such that the Council can have access to a full audit trail of all timed activities relating to each and every case.
- 4.4.3.3. The HHCT, or in the event of its failure, the PDC, shall inform the EV Staff regarding the location of an authorised vehicle.

#### **4.4.4. Removal Procedures**

- 4.4.4.1. On-street, when the EV reaches the identified vehicle, the OBCEO shall check the PCN and associated documents for conformance with the Council's criteria for clamping and removing (Appendix 11), and shall check the DCS record if necessary, either via voice radio or by on-line terminal.
- 4.4.4.2. The OBCEO shall make a second judgement as to the course of action, with the alternatives being:
  - take no further action,
  - call for an alternative type of EV;
  - issue a correct PCN, and/or
  - proceed with removal



4.4.4.3. If the decision is "to proceed with removal", the OBCEO will:

- complete and sign the condition report;
- take photographs in accordance with the Council procedures for photographs, which can confirm the contravention in the event of a challenge, and the vehicle condition;
- deal with any immediate challenge to the action;
- upon completion of these tasks the operator of the Clamping and Removal vehicle shall load the contravening vehicle by means of the on-board crane.
- supervise the lifting of the vehicle and return of the vehicle to the Pound.

4.4.4.4. Once removed, the OBCEO shall communicate the vehicle and removal details to the PDC. There shall be an absolute maximum of five minutes between the removal and the information being sent to the PDC.

4.4.4.5. If a PCN is missing on arrival by the EV, the OBCEO shall log this into the HHCT and inform the PDC so that the PDC can arrange for an on-street CEO to re-issue PCN enabling the vehicle to be re-authorised for removal. In these circumstances a new authorisation sticker shall be completed and attached to the vehicle. The Council may require that, in limited circumstances, it may be the OBCEO who re-issues the PCN in this scenario.

4.4.4.6. The Service Provider shall be responsible for the removal of on-street vehicles which have been clamped and have not had the fee paid in accordance with the Council's procedure ('aged removals'). Vehicles to be clamped and removed from Council housing estates have different rules and procedures and details of such rules and procedures will be provided by the Council to the Service Provider. In any event, aged removals shall be removed to the Pound, after having the clamp removed, the action shall then be treated as a removal, and not a clamp. The DCS must be updated to show vehicles which are in the process of being brought in, in order that the appropriate public information can be given to a caller.

4.4.4.7. The objective shall be to have most if not all vehicles clamped that day, paid for and released by early evening. Where resources are available, aged clamp vehicles (vehicles which have remained clamped past 18:30 with no payment received) on the public highway shall be removed by 23:30, or at other times, to be agreed with the AO. Similarly, where resources are available, on Council housing estates, the objective will be to have no vehicle left clamped after 22:00 on the day it was clamped.

#### **4.4.5. Relocation Procedures**

4.4.5.1. If removal of a vehicle is absolutely necessary for a Disabled Badge holder, the vehicle concerned shall be relocated nearby, ideally to a position within sight of the original position. In these cases the recovery charge is zero.

4.4.5.2. Relocations are occasionally required as a paid-for service for parking suspensions applicants who have been unable to submit

their application within the defined timescales. A relocation in these circumstances requires payment to be made before any relocation may take place, thus in the first instance the applicant shall be directed by the Council to the Payment Centre to make relocation arrangements.

- 4.4.5.3. When the driver/registered keeper of a vehicle contacts the Service Provider's telephone line, the driver/registered keeper of the vehicle shall be given every assistance by the Service Provider to recover the vehicle.

#### **4.4.6. Clamping Procedures**

- 4.4.6.1. The PCN shall be checked, and confirmed as valid, digital photographs taken, and the clamping operative shall be instructed by the OBCEO to apply the wheel clamp.
- 4.4.6.2. The operative shall attach the warning notice sticker to the windscreen in front of the driving position, explaining that the vehicle has been clamped and must not be driven. The OBCEO shall complete the instruction card for the registered keeper and affix this to the vehicle.
- 4.4.6.3. Once these actions are complete, the OBCEO shall communicate the details to the PDC, and complete any paperwork required as per the instructions of the AO. There shall be an absolute maximum of five minutes between a clamp being applied and the information being sent to the PDC.
- 4.4.6.4. If another enforcement agency has legally attached a clamp, such as TfL, a bailiff or any other enforcement agency, the Service Provider will not attach a further clamp to the vehicle. The Service Provider may be required to cooperate in extenuating circumstances to the enforcement agency by carrying out a removal of that vehicle if the bailiff or police are unable to provide this service.

#### **4.4.7. De-Clamping**

- 4.4.7.1. A clamped vehicle shall become available for de-clamping upon payment of the PCN and clamping fee.
- 4.4.7.2. The Service Provider shall be required to de-clamp all vehicles for which payment has been made within 2 hours of the payment being received.
- 4.4.7.3. On arrival at an unattended vehicle to be de-clamped, the Service Provider's operator shall release the clamp and if the registered keeper/driver is not present, complete and attach to the driver's side window a de-clamp sticker detailing the time of de-clamp, the location and the identity of the de-clamper. In all cases, upon de-clamping a vehicle, the de-clamper shall confirm the action to the PDC.
- 4.4.7.4. The Council shall have no objections to the use of a removal EV in de-clamping operations, provided the effectiveness of the removal operations are not jeopardised in any way.

#### **4.4.8. Decanting and Recanting of Vehicles**

- 4.4.8.1. The Service Provider will be required to move vehicles to and from the Pound to the decant pound. The AO will determine when this

activity will be carried out, but typically this will occur in the evenings after 18:30. The AO will instruct the Service Provider in writing, providing a minimum of 24 hours notice of volumes of decants/recants needing to be completed within the hours specified in the deployment plan for a given day in the month.

#### **4.4.9. Particulars for Enforcement Off-street on Council Housing Estates**

- 4.4.9.1. In the case of parking on Council housing estates, Staff will patrol the Council housing estates and check permits on vehicles against information provided by the Council. The Service Provider will be expected on instruction by the Council to patrol a particular Council housing estate on foot, checking every vehicle in detail for validity to park. Permits are checked for VRM, estate and date validity and parking space number. Any discrepancy in this information will trigger a 15 minute casual (i.e., non-continuous) observation period (or as otherwise advised by the AO), then if unresolved, a clamping or removal, according to the Council Housing Estate Code of Operations, known as the Code of Operations, a document that shall be provided to the Service Provider prior to the Commencement Date.
- 4.4.9.2. On estates, the normal action will be for the Service Provider to clamp any vehicle found to be in contravention of the Council housing estates rules as defined in the Code of Operations. Under certain circumstances, vehicles will also be removed, such as if the vehicle remains incorrectly parked until the next day, or if it is identified as one where a clamp has previously been forcibly removed. The Service Provider should provide the list of such vehicles to the AO on a regular basis, in order to help minimise such incidents from occurring.
- 4.4.9.3. Certain vehicles will be exempt from parking enforcement on Council housing estates, and list of these will be provided by the Council to the Service Provider as a part of the operational policy.
- 4.4.9.4. On Council housing estates, the Service Provider's Staff must carry out, as minimum, the following additional duties:
  - a) checking the parking related signs and lines at each visit to a Council housing estate. Any missing or damaged signs should be reported to the relevant District Housing Office (DHO) within 1 Operational Day.
  - b) reporting the presence of a covered vehicle that cannot be checked for a permit. The location of any such vehicle shall be reported to the AO within 1 Operational Day.
  - c) identify and report suspected fraudulent disabled badges and parking permits. The details of the disabled badges/permit shall be reported to the AO immediately; or if out of the hours of 8:00 – 16:00 on an Operational Day, by 10am the following Operational Day.
- 4.4.9.5. As no PCNs are currently issued on the Council housing estates, the Service Provider is required to maintain a detail pocketbook log of duties carried out, including visits, times, details of vehicles requested for clamping or removal, vehicle clamped and vehicles removed, permit details of such vehicles and any other details as

specified by the Council. A detailed operational procedure will be issued to the Service Provider prior to the Commencement Date and updated as necessary by the Council during the Contract Term.

- 4.4.9.6. Pocketbooks of Staff patrolling Council housing estates will be scanned by the Service Provider and made available as scanned images to the AO by 10:00 on the day following the events in the log. On request, the Service Provider will provide the original log book within 24 hours to the AO.
- 4.4.9.7. All photographs taken by the CEOs on Council housing estates will be loaded onto the shared drive and made available to the AO in a similar manner as to the provision of on-street clamp/removal/relocation photographs.
- 4.4.9.8. The Service Provider must have in place appropriate S.I.A. licensing for Staff operating on Council housing estates, accepting payments in relation to such transactions and dealing with releases from either Pound and for any other reasons deemed to be required by the S.I.A.
- 4.4.9.9. All other procedures for enforcement in relation to vehicles on Council housing estate property will be as for on-street vehicles unless otherwise advised by the AO.
- 4.4.9.10. As mentioned above, presently the Council does not issue PCNs to vehicles parked on Council housing estates. However, this may change in the future and the Council may wish to start issuing a type of penalty notice to vehicles parked incorrectly on Council housing estates. In these circumstances, the Council may require resources from the SOR to perform this function accordingly, which may or may not impact on the requirement for EVs for clamping and/or removing.

#### **4.4.10. Digital Photographs**

- 4.4.10.1. The Council considers the taking of digital photographs in support of PCNs issued to be a significant factor in supporting its aim of seeking to provide a quality parking enforcement service. The Council will therefore determine from time to time, the rules for the taking of digital photographs of vehicles subject to clamping or removing, and the Service Provider will implement such rules. The Service Provider will be consulted on the rules prior to implementation, but the requirements specified by the Council will prevail.
- 4.4.10.2. The rules set by the Council will specify the circumstances under which a photograph should be taken and will specify the evidential information which is required as a consequence of taking the photographs.
- 4.4.10.3. The Council require that a minimum of 5 clear photographs are taken of each contravening vehicle, which should include, but not be limited to one of the VRM, one of the PCN and authorisation sticker affixed to the vehicle, one of the windscreen and any applicable documentation on display, the general context of the contravention and a close up of any applicable signage.
- 4.4.10.4. Each digital photograph will be available to the Council on an agreed electronic destination folder on the shared drive. It will be the Service

Provider's responsibility to ensure the photographs are catalogued by date and VRM by 10:00 on the day following the clamp/removal/relocation.

4.4.10.5. The Service Provider is responsible for ensuring that every EV carries a fully operational digital camera, which shall be provided at the Service Provider's cost. An OBCEO without a functioning camera is considered by the Council not be fit for deployment in an EV.

4.4.10.6. Each camera will be tested at the commencement of each shift to ensure that the image is clear, all applicable features are functioning, and that the time and date setting is on and correct as instructed by the Speaking Clock or Rugby Clock.

#### **4.4.11. Pound Despatch Control**

4.4.11.1. The PDC will receive requests for clamping and removals primarily via the software operating on each CEO's HHCT. There must be an operative from the Service Provider's organisation on duty at all times during the hours where the clamp and removal operation, including decanting and recanting operations are in effect, who is capable of using the software system supplied by the software supplier appointed by the Council to despatch jobs to EVs. The PDC is also typically the point of contact for basic telephone enquiries from Council officers.

4.4.11.2. Priorities have been established for the clamping and removals as Council policy. This policy gives rise to circumstances where vehicles should be clamped or removed, and conversely, where vehicles should not be clamped or removed. These provisional lists are shown in Appendix 11. The Council's priority list for clamps and removal, which may change from time to time, will primarily determine the manner in which EVs are despatched, and the adherence to the priority list shall be closely monitored by the Council.

4.4.11.3. Despatch control must accurately log vehicles on the Council's system in keeping with the Council's Despatch and Control procedures that shall be provided to the Service Provider prior to Commencement Date.

4.4.11.4. On occasions where there is no means within the software system to be used on the HHCTs to notify TRACE of vehicles that have been removed, the Service Provider must perform the notification manually within 2 minutes of being notified of the removal.

#### **4.4.12. Persistent Evaders**

4.4.12.1. The present London Council's definition of a persistent evader is: "a debtor who has been issued with three or more penalty charge notices for parking offences that remain outstanding past the stage where the debtor can make formal representations against the issuing of the penalty charge notice". It shall be the Council's responsibility to identify persistent evaders or offenders. The Service Provider shall be responsible for taking action with regards to persistent evaders identified by the Council in full accordance with the Council's procedures for dealing with persistent evaders.

- 4.4.12.2. The software to be used on HHCTs allows for CEOs to be alerted to the persistent evader status of a vehicle once it has been logged in the HHCT.
- 4.4.12.3. Alerts and instructions concerning persistent evaders may come directly from the AO or Council's Parking Services' Debt Recovery Team. On such occasions, the PDC shall make a note on the case to this effect and ensure the any relevant instructions are passed immediately to the appropriate operations Staff.
- 4.4.12.4. It shall be the responsibility of the PDC to notify the debt recovery team within one Operational Hour that a vehicle classed as a persistent evader has been clamped or removed to the Pound.

#### **4.4.13. Driver Returns**

- 4.4.13.1. Whilst clamping, if action has been started against a vehicle, it shall normally continue until completed. A clamping action is completed when the padlock has been locked. Should the driver return to the vehicle before the padlock is closed, the vehicle shall be authorised to be released by the OBCEO and fully descriptive notes must be made in the pocketbook illustrating the reason for releasing the clamp. Further, the OBCEO shall notify the despatch controller of the events within five minutes of them occurring. In turn the PDC shall add notes into the IT system.
- 4.4.13.2. In the case of removals, once action has started by the Service Provider against a vehicle, it shall normally continue until completed. The start of a removal is when at least one wheel of the offending vehicle has been moved from its original parked position. Should the driver return to the vehicle before the vehicle is on the back of the EV, the fully descriptive notes must be made in the pocketbook illustrating the reason for not completing the removal. Further, the OBCEO shall notify the PDC of the events within five minutes of them occurring. In turn the PDC shall add notes into the IT system.
- 4.4.13.3. The Service Provider's Staff shall not become embroiled in arguments about the case with members of the public and shall be polite at all times when clamping and/or removing vehicles. The OBCEO shall be responsible for giving to the driver the information card explaining the procedures for vehicle release and directions to the Pound.
- 4.4.13.4. If the action has commenced, but the OBCEO feels that there may be extenuating circumstances which justify the vehicle being released, the OBCEO should contact the PDC who shall in turn forward the request to the AO for permission to release the vehicle. Should the AO authorise the vehicle to be released, a full report of the event, the related photographs, and the reasons for the return to the driver/registered keeper of the vehicle shall be made and submitted to the AO.

#### **4.4.14. Documentation**

- 4.4.14.1. Standard documentation shall be used in conjunction with the Clamping and Removal Services. A list of this documentation is in Appendix 8. All items listed in Appendix 8 shall be provided by the Service Provider, once the design has been approved by the AO.

#### **4.4.15. Relationship with MP**

- 4.4.15.1. The Service Provider shall cooperate with any MP action requested during the course of the Service Provider's operational duties. Any such event shall be specifically noted in the OBCEO notebook or by notification from the PDC to the AO.
- 4.4.15.2. The Service Provider may be asked to take direction from MP officers, and shall cooperate with such requests, after authorisation from the AO.
- 4.4.15.3. The Service Provider and the Council shall agree with the MP a means of providing information to the MP regarding vehicles which have been removed to the Pound. The Service Provider shall handle calls or written requests from the MP regarding vehicles which have been impounded, responding within 2 hours of receiving such request, with details of any vehicle held in the Pound. In addition, the Service Provider shall fax to the MP each day at a pre-arranged time, a list of the vehicles currently held in the Pound.

#### **4.4.16. Vehicles/Equipment**

- 4.4.16.1. All clamp and removal equipment used shall be operated to a standard acceptable to the Council, particularly the EVs on-street, which shall have as their main objective, the avoidance of damage to any vehicle or property. All clamp and removal equipment must be kept in a clean and presentable manner. If any vehicle does not come up to the required standard, the AO shall bring the matter to the Service Provider's attention and may determine that the vehicle is not fit for charging as in the SOR.
- 4.4.16.2. The Service Provider shall be responsible for any damage or loss to its clamping and removal equipment during the performance of the Services.
- 4.4.16.3. Each clamping and removal vehicle must be equipped with an operational HHCT in order to authorise vehicles for enforcement action directly to the DCS.
- 4.4.16.4. Each clamping or removal vehicle must be equipped with a voice communication capability which can be applied throughout LBC.
- 4.4.16.5. The Service Provider's vehicles used in providing Clamping and Removal Services shall be painted white, and carry no marking other than a Council logo and Parking Services customer services' phone number on the doors. An approved form of words such as "XXX Ltd, WORKING IN PARTENRSHIP WITH THE LONDON BOROUGH OF CAMDEN" may be used if express permission is sought from the AO; this wording may be removed when the vehicle is not being used in the provision of Services if the Service Provider wishes, but must be displayed when deployed in the performance of the Services. Removal EVs shall in addition display the TRACE Information contact number.
- 4.4.16.6. Each clamp shall be painted Pantone Green 348, they shall carry the Council logo, and a unique number from a batch allocated by the Council. The type of clamps to be used must be approved as to their type by the Council, and shall be of the type approved by the Home Office for use by the MP.

- 4.4.16.7. No member of the public may travel in the Service Provider's vehicles at any time whilst the vehicle is being used in the provision of Services.
- 4.4.16.8. The AO, and other Council officers permitted by the AO, shall be singularly allowed as passengers in any of the EVs at any time whilst the vehicle is engaged in performing the Services.
- 4.4.16.9. No EV is allowed to contravene parking regulations while in the course of its duties, or when parked, except when it is actually clamping or removing a vehicle.
- 4.4.16.10. When not in use, the removal EVs must be parked at the Pound. If stored elsewhere, the EV must not display the Council logo unless in a secure location.
- 4.4.16.11. The Service Provider must hold a current valid Standard Operators Licence which must be produced for inspection before commencement of Clamping and Removal Services and at any time thereafter. Each EV operator must hold a current valid driver's licence of the correct category.
- 4.4.16.12. Any EV that does not meet the requirements in this Specification must not be deployed. In the event that an EV is deployed but does not meet the vehicle requirements, no contribution will be made towards the count of deployed hours and no payment will be made for those hours EVs are not deployed in accordance with the vehicle requirements in this Specification.

#### **4.4.17. Particulars - Removal Vehicles**

- 4.4.17.1. EVs used in the removal of vehicles shall be maintained at all times in a roadworthy condition with the crane fully serviceable.
- 4.4.17.2. The normal method of removal shall be by total lift, as access to the interior of the vehicle being removed shall be strictly banned, except in exceptional circumstances. Each EV must be capable of effecting the removal of any authorised vehicle, within its lifting capacity, from the parked position to secure for travel on the EV within three minutes or less.
- 4.4.17.3. A second removed vehicle using a "spectacle" lift may be carried behind the main vehicle.
- 4.4.17.4. At least one EV used for removal of vehicles shall have the capacity to lift four tons (imp.) at a reach of 8' 0", and 2 tons at 13' 0". The Service Provider must have access to removal vehicles which are capable of removing an HGV or coach or large vans from a street or Council housing estate within 24 hours of being notified by the AO. The ability to remove motorcycles is also required, and for this purpose, the Council will accept that either EVs for the removal of vehicles or EVs for the clamping of vehicles may be used to carry out the removal of motorcycles. Any request to remove a motorcycle must be capable of being met, unless all enforcement vehicles are committed at that point in time; in the event that this cannot be done, the Council will refer to the Schedule of Defaults.
- 4.4.17.5. Each EV used for removal of vehicles shall be equipped with an amber revolving or strobe light.



#### **4.4.18. Particulars - Clamping Vehicles**

- 4.4.18.1. The vehicles used for clamping will be vans. The Service Provider must ensure that the vehicle used for clamping is capable of carrying at least sufficient clamps for 9 hour's operation, including clamps specifically for coach/lorry and motorcycle clamping, without return to the Pound. The Service Provider is responsible for the provision of clamps as in Point 4.4.16.6, as well as padlocks. No clamping van may leave the Pound without at least 15 suitable clamps & padlocks on board.

#### **4.4.19. Particulars - De-Clamping Vehicles**

- 4.4.19.1. De-clamping vehicles may be the same vehicles as used for clamping. If so, the Service Provider may determine the best way to complete requisite activities using the resources available. If it is agreed by the Council that the vehicles will not be the same for both clamping and de-clamping, the decision about numbers deployed on either activity shall be an operational one to be determined by the Council.

#### **4.4.20. Abandoned On-Street/Off-Street**

- 4.4.20.1. If a vehicle has been identified as abandoned on-street or on Council housing estates by the attachment of an abandoned vehicle notice, the Service Provider shall not clamp or remove the vehicle. OBCEOs, like other CEOs are responsible for reporting any suspect abandoned vehicle to the AO.

#### **4.4.21. Emergency Procedures**

- 4.4.21.1. Under certain circumstances, a decision may be made to allow routine operations to be by-passed in order to resolve a difficult situation. Such a decision shall not be the responsibility of the Service Provider, but shall be taken by the AO. The decisions must at all times, consider the overall effectiveness of the operation, the reputation of the Council, and issues of individual safety of registered keepers/drivers and passengers. In these cases, instructions from the AO shall override activities which are on-going, and the Service Provider shall make every effort to fulfil its requirements. These circumstances shall occur in cases such as these:

- a decision to de-clamp a car immediately;
- an excessive backlog of de-clamps, which could exceed the two hour de-clamping time;
- a major communications failure in the area;
- a power failure;
- DCS computer failure;
- a transport strike;
- a snowstorm;
- a MP request, e.g. a bomb warning amongst any other request.

#### **4.4.22. Special Circumstances**

- 4.4.22.1. The Council, at its entire discretion, shall waive the required de-

clamp times specified above in Point 4.4.7.2 in situations where for reasons outside the Service Provider's control, de-clamping cannot take place within the 2 hours, e.g., the padlock has been deliberately vandalised or where the vehicle has been removed by its owner without the clamp being released by the Service Provider amongst other situations determined by the Council

- 4.4.22.2. Regardless of the situation, it shall be the Service Provider's responsibility to release the clamp. Lost clamps are the responsibility of the Service Provider. It shall be the responsibility of the Service Provider to pursue any criminal damage proceedings in the case of persons deliberately removing clamps, or for vehicles damaged by any person.
- 4.4.22.3. A vehicle authorised for removal may be temporarily clamped pending removal, if the Service Provider believes that there is a need for such action.
- 4.4.22.4. A back-up of voice communication provided by the Service Provider shall be necessary in the event of any failure of any mobile data system used.

#### **4.4.23. Payment Centre**

##### **4.4.23.1. Location**

- 4.4.23.1.1. The Service Provider shall provide Staff to operate the Payment Centre at the Pound.
- 4.4.23.1.2. The provision and maintenance of the Payment Centre shall be the responsibility of the Council subject to the form of lease, licence or other similar legal agreement with Service Provider, as determined by the Council
- 4.4.23.1.3. The Council will be responsible for ensuring that signs in relation to the Pound and Payment Centre will be clearly displayed at the Pound for the benefit of pedestrians, registered keepers of vehicles and drivers.

##### **4.4.23.2. Equipment**

- 4.4.23.2.1. The IT software and hardware necessary for checking of vehicle and PCN status will be provided by the software supplier appointed by the Council. The Council shall supply the documentation for the receipting of payments.
- 4.4.23.2.2. The Council will also provide the IT software and hardware to enable authorised representatives of the Service Provider to have on-line access to the Council's cash receipting system, and to the parking management IT system. The Council will also provide a scanner to the Service Provider in order that any documents provided by payees can be scanned and linked into the case record on the system by the Service Provider.
- 4.4.23.2.3. The Council shall provide other equipment the Council deems necessary for operating the Payment Centre such as paper documentation, the cash tills, and a safe.

##### **4.4.23.3. Layout of the Payment Centre**

- 4.4.23.3.1. The Payment Centre has secure pedestrian access into the Pound, such that only members of the public who are authorised to enter may gain access to their vehicles under supervision by the Service Provider.
- 4.4.23.3.2. Access for disabled persons is provided to the Pound (under supervision by the Service Provider) and Payment Centre.
- 4.4.23.3.3. The Payment Centre provides two secure counters which offer Payment Centre Staff a reasonable degree of protection. The level of protection shall be determined by the Service Provider's following a risk assessment carried out by the Service Provider. At each counter, there is counter space for a payee to fill in the forms necessary.
- 4.4.23.4. Hours of Operation
- 4.4.23.4.1. The hours of operation of the Clamping and Removal Services shall be instructed by the Council. The Payment Centre shall typically operate as a minimum during all hours during which Clamping and Removal Services are performed. Initial hours are specified in Appendix 5.
- 4.4.23.5. Services Provided
- 4.4.23.5.1. The Payment Centre shall provide the following facilities:
- taking payments for PCNs issued
  - taking payments for relocations, clamping and removals (on Council housing estates and on-street) and any associated charges
  - customer care and provision of public information (as specified below)
  - handing out any leaflets in relation to Council notifications or Council services as required by the Council;
  - withholding of fraudulent or stolen disabled badges and parking permits;
  - any other facility as directed by the Council.
- 4.4.23.6. Customer Care and Public Information
- 4.4.23.6.1. The Service Provider shall act as the first point of contact for members of the public who are present at the Pound who are making general enquiries or are making a complaint.
- 4.4.23.6.2. A public information service shall be provided by the Service Provider through a telephone number made available generally to members of the public. The Council shall specify the steps which shall be taken by the Service Provider to make this number publicly known. This public information service shall operate during the times specified in Appendix 5, unless agreed to the contrary by the Council. Any call to the public information service shall be answered in person by a member of the Service Provider's

Staff within 5 rings (not by an answering machine), and the caller shall be provided with all the help and guidance required to enable them to identify whether or not their vehicle is being restrained by the Council and advised on what needs to be done by the driver/registered keeper of the vehicle to have the vehicle returned to the driver/registered keeper. This service shall apply to any clamped/removed/relocated vehicles, regardless of whether it was clamped and removed on-street or from a Council housing estate. This telephone service shall also take payments for clamped vehicles and for vehicle relocations.

4.4.23.6.3. Should a member of Staff receive any request for assistance which is outside of their remit, they shall direct the person making the request to the most appropriate source of advice. The Council shall provide general information and directions to assist in this process.

4.4.23.6.4. Any person wishing to make a formal complaint against the Service Provider or in relation to the Services (but not a damage to vehicle claim) are to be provided with the written address for formal complaints to the Council.

4.4.23.6.5. The Service Provider shall be responsible for dealing with and resolving issues received from members of the public which are complaints and claims for compensation in relation to any damage to vehicle. THE SP shall be responsible for costs that may arise as a result of a damage claim being upheld. In the interests of customer service, it is expected that the Service Provider will deal with such claims without unreasonable delay.

#### 4.4.23.7. Staffing

4.4.23.7.1. The Payment Centre shall be staffed in accordance with the general requirements covered in Section 1 of this Specification, and in accordance with the Service Provider's method statement(s). All Staff dealing with the public shall be uniformed. A minimum of two members of the Staff must be on duty at all times at the Pound and Payment Centre for the time that the Payment Centre is open and/or access to the Pound is required by the Service Provider in connection with clamping/removal operations and/or decanting/recanting activities.

4.4.23.7.2. The level of Staffing must be such that no member of the public has to wait for more than 5 minutes to be attended at the counter. The Service Provider shall be responsible for monitoring that this timescale is being achieved. The only variation to this shall be for special events has specified in this Specification, in which case there may be an introduction of relaxation of this time response requirement for the duration of the special event and with the consent of the AO.

#### 4.4.23.8. Payment Processing - Overall Reconciliation

- 4.4.23.8.1. The monies received in connection with charges for penalty notices, clamping, removals, storage and relocations shall be batched, with the appropriate control forms correctly coded with coding details provided by the Council by 10:00am each weekday. Such batches will be placed in plastic bags and stored in the safe provided by the Council until collected by the Council. Monies will be collected daily by the Council's authorised representatives, and the monies handed over shall be reconciled to the monies taken during the day. The Service Provider's payment system should produce a daily banking report of all monies processed that day, with an analysis of the type of payments such as cheque or cash), and the application of the funds (valid payments, overpayments, unidentified payments, suspense payments). Copies of these reports shall be faxed daily to the Council's Town Hall Cashier and passed daily to the AO to support the record of the banked monies.
- 4.4.23.8.2. The procedures specified for handling payments, including banking, will be reviewed from time to time by the Council and may be altered at the Council's discretion. The Service Provider will follow any such procedures (as amended by the Council from time to time) without delay upon notification by the Council.

#### 4.4.23.9. Payment Procedure

- 4.4.23.9.1. The Service Provider shall be responsible for the processing of all payments received in respect of the clamping and removal Services and associated PCNs, handing them to authorised representatives of the Council, and reconciliation of the income with the Council.
- 4.4.23.9.2. Responsibility for all of the monies collected rests with the Service Provider through to the point where the monies are handed over to authorised representatives of the Council. For any PCN payment, the only value that will be accepted for payment is the full outstanding balance as shown on the Council's IT system.
- 4.4.23.9.3. Each payer shall be given a receipt, showing the Council's name, address of payment location, the PCN number, the date and time of payment, the amount paid and the method of payment.
- 4.4.23.9.4. The Service Provider shall follow the AO's instructions regarding payment handling, and in particular, all payment transactions shall be correctly processed and inputted using the appropriate equipment/documentation/systems. If manual payment is processed due to a system malfunction, the Service Provider should add notes on the receipt and the document the reasons issuing manual receipts.
- 4.4.23.9.5. Apart from Euro cheques and traveller's cheques written in £ sterling, the Service Provider shall not accept any cheques which are drawn on a bank outside the United

- Kingdom and such cheques shall be rejected, with a request for one of the forms of payment specified above.
- 4.4.23.9.6. All cheques should be endorsed with the notice number and encoded for presentation to the bank. The Council will specify a controlled procedure for this aspect.
- 4.4.23.9.7. No company cheques are to be accepted without AO authorisation.
- 4.4.23.9.8. No cheques will be accepted without a cheque guarantee card for the amount to be paid.
- 4.4.23.9.9. The Service Provider shall not accept a telephone payment for a removed vehicle unless authorised to do so by the AO. All removal payments shall be fully processed at the Payment Centre counter.
- 4.4.23.9.10. During the hours in which the Payment Centre is open as shown at Appendix 5, the Service Provider shall provide a telephone service for use by members of the public which shall take credit card payments over the phone for clamp payments and their associated PCN. Such method of payment shall involve the Staff operator who is handling the call identifying the correct record on the Council's IT system, taking the payment details from the caller, and waiting for the transaction to be verified by a Credit Clearing Agency. The Service Provider must be fully conversant with the banks' rules on Cardholder Not Present (CNP) transactions. The Council will not be liable if the rules are not followed and payments are disputed by cardholders.
- 4.4.23.9.11. This same telephone service will provide information about the location of removed vehicles, how to pay for clamped or removed vehicles, how to get to the Pound, identification requirements.
- 4.4.23.9.12. Payments for clamped vehicles identified as belonging to a persistent evader will not be accepted by phone, but the person calling will be instructed to attend the Payment Centre in person with identification as per the identification procedures that shall be provided to the Service Provider by the AO prior to Contract Commencement.
- 4.4.23.9.13. When the person claiming their vehicle from the Pound attends the Payment Centre, the Service Provider's Staff member will, if possible, satisfy themselves as to the claimant's identity, and claim upon the vehicle. This shall form an important part of Council debt recovery strategy, as for those vehicles associated with persistent evaders this may prove to be the only opportunity to obtain sufficient personal information. Release will only be authorised when all forms of ID specified as required by the Council are accepted and full payment for the clamp or removal charges and PCN have been made.
- 4.4.23.9.14. Specific instructions shall be given to the Service Provider by the Council for proof of identity and cases where

Centre must be checked by the Pound Attendant as the member of the Service Provider's Staff responsible for releasing a vehicle from the Pound prior to its release. No member of the public shall gain entry to the Pound unless they are able to produce a valid receipt as specified by the Council.

4.4.26.2.2. All registered keepers of vehicles stored at the Pound, after paying, shall be accompanied to their own vehicle by the Pound Attendant, and supervised during departure from the Pound, to ensure that no accidental or deliberate damage is inflicted to any other vehicle or to the Pound equipment and facilities. The Service Provider shall be responsible for any damage caused to vehicles whilst in the Pound, or, if damage is caused within the pound by a member of the public, the Service Provider must complete a statement in the capacity as a witness to the event, and ensure that appropriate details are captured to enable an insurance claim.

4.4.26.2.3. Between the hours of 19:00 – 07:00, where pound attendance may be required by the Council, the role of the Pound Attendant may be performed by another member of the Service Provider's on duty at the Pound.

#### 4.4.26.3. Inventory Checks

4.4.26.3.1. The Service Provider shall be responsible for compiling two lists within each 24 hour period, each approximately 12 hours apart relating to both of the Pound and the decant pound. These lists will contain details of vehicles held, and those entering and exiting the pounds, and shall be in a format to be approved by the AO.

#### 4.4.27. Abandoned in the Pound - Vehicles Removed from the Public Highway

4.4.27.1. The Service Provider shall take special action for any vehicles remaining in storage for over 7 Calendar Days. A report shall be prepared of such vehicles, showing separate categories of those stored in the Pound and decant pounds for more than 7, 28 days and 56 days. The Service Provider shall be required to verify the report by reference to the Pound inventory.

4.4.27.2. For any vehicle on the report shown as remaining after 7 Calendar Days, the Council shall check if it is a vehicle in respect of which a Council permit has been granted, and contact the registered keeper immediately if it is. If the registered keeper has not legitimately claimed a vehicle within a further 7 days, the procedures for leading up to the potential disposal of the vehicle shall continue regardless. The Council shall obtain from DVLA the registered keeper's name and address for any vehicle remaining after 3 Calendar Days.

4.4.27.3. The Council shall write to the registered keeper of the vehicle as soon as the address is known but not sooner than 7 Calendar Days after removal, advising the registered keeper of the location of the vehicle, telling the registered keeper of the cost of recovery, and advising the registered keeper that unless removed by a certain date, (28 Calendar Days after entry into the Pound), action shall





commence which could result in the vehicle being scrapped if vehicle is un-taxed, un-registered or foreign-registered. After 90 Calendar Days, vehicles will be sold at auction or scrapped, according to its value as defined below, and when the licence expires. The Council shall advise the registered keeper of the Council's rights to retain the costs of this action.

4.4.27.4. After 28 Calendar Days for un-taxed, un-registered and for foreign-registered vehicles, and after 90 Calendar Days for registered taxed vehicles, the AO will commence an inspection of the vehicle, and if the decision is taken that the vehicle is to be disposed of, the Council will formally take responsibility for any future actions on that vehicle by giving the Service Provider a receipt for the vehicle. The Council will then ensure that this discharges the responsibility of the Council in accordance with the Road Traffic Regulation Act 1984, Sections 100-101. The Service Provider will co-operate as necessary with the disposal of the vehicle using the removal EVs as appropriate. Such vehicles remaining in the decant pound will be paid for at the day rate per space, but will not count towards the overall limits on numbers of vehicles in the decant pound.

4.4.27.5. The timescales for disposals in relation to vehicles removed from Council housing estates differ from that above; vehicles that are untaxed or have a non-UK registration plate can be disposed of after 14 Calendar Days. Vehicles that do not have a registered keeper according to the DVLA database can also be disposed of after 14 Calendar Days. Other vehicles can be disposed of after 21-28 Calendar Days.

#### 4.5. Deployed Hours in the SOR

4.5.1. Pound and Payment Centre operations are itemised separately from the items relating the deployment of vehicles and will only be utilised and paid for by the Council if the Council takes the decision to include this Service requirement within this Contract.

4.5.2. An "EV" is specified an enforcement vehicle which is fully equipped and staffed, and capable of deployment in accordance with this Specification. Staffing for an EV shall include the driver plus an OBCEO, as appropriate, with an option for a single handed EV to be deployed under certain circumstances, such as decanting/recanting, or de-clamping amongst other circumstances specified by the Council. Deployed hours do not include time spent by the EV on stand-by at Premises or Locations, nor time when the EV is not required for operational service.

4.5.3. The level of resources to be deployed for the clamp and removal enforcement operation may vary, as instructed by the Council, from time to time. This shall include in particular:

- the numbers and staffing of the EVs; and
- the Operational Days and Hours with regards to the Pound and Payment Centre Operations. In the event of the Council requiring a change to the Working Hours of Pound and Payment Centre operations, the Council will provide to the Service Provider a minimum of four week's notice.

## **5. CCTV MONITORING AND DATA TRANSFER**

### **5.1. Introduction**

**5.1.1.** Enforcement of parking and moving traffic contraventions is an important aspect of the Council's traffic responsibilities. The operations function on the basis of 24 hours a day, 7 days a week, and over 100 fixed cameras are monitored, in addition to the current 4 mobile units deployed. The IT system used to issue the PCNs is the ICPS system provided by a software supplier appointed by the Council and to be used by the Service Provider in accordance with a licence entered into by the Service Provider and the Council.

**5.1.2.** It is envisaged that the Council's IT system facilitating CCTV enforcement will be capable of fully digital operation by April 2010.

### **5.2. Service Provider's Duties and Responsibilities**

**5.2.1.** During the Contract Term, the direction of the CCTV related services will remain under the day to day overall control of Council officers. The Service Provider will be required:

- to monitor the cameras and record instances of non-compliance to parking and traffic regulations;
- to respond to requests from external sources for specific camera monitoring;
- to drive and operate the mobile units;
- to provide suitably equipped mobile vehicles;
- to manage the CCTV equipment, except the cameras; and
- to transfer evidential material into the IT system.

#### **5.2.2. Staffing**

**5.2.2.1.** As specified elsewhere in this Specification, the Service Provider will be required to provide a full time manager for the CCTV function, who will report on a routine basis to the on-site AO.

**5.2.2.2.** Staff monitoring the CCTV cameras, driving the CCTV vehicles and transferring evidence into the IT system will be designated as CEOs, and will dress accordingly.

**5.2.2.3.** There will be a Supervisor provided by the Service Provider at all operational times in the CCTV suite.

**5.2.2.4.** The Council will provide a CEO deployment plan, which will change from time to time, determining the number of CEOs required to be on duty at each hour of every day of the standard week, plus the number of deployed CCTV vehicles required to be operating.

**5.2.2.5.** The Council will provide a clocking in system for all Service Provider Staff. Each week, the Service Provider will transfer the data from the clocking-in system to an Excel spreadsheet in a cumulative format provided by the Council, and email the resulting file to the AO. The Excel capability within the CCTV suite will be provided by the Council. The Service Provider may propose the supply and operation of alternative time recording systems which the Council will evaluate, and agree for implementation if considered fit for the purpose.

- 5.2.2.6. All Staff will be suitably qualified by specific training and external assessment in the use of CCTV equipment, in monitoring contraventions, in the Council's specific requirements, and where appropriate, in driving the CCTV vehicles. The Council will provide documented procedures for these specific requirements which will be provided to the Service Provider prior to the Commencement Date. These requirements will change from time to time. All training will be provided at the Service Provider's cost. The Council will train the Service Provider's trainers (a maximum of 4 people) free of charge, in the use of the systems and equipment, prior to the Commencement Date, and at the same time as the documented procedures are handed over to the Service Provider.
- 5.2.2.7. As detailed elsewhere in this document, training will be verified in every individual case by external examination. No member of Staff, including Supervisors and Contract Manager, will be allowed on duty unless they have passed this verification process.
- 5.2.2.8. During shift hours, CEOs will operate in a maximum of 3 hour sessions, followed by a minimum of a 30 minute break. No individual CEO will be on duty for more than 10 hours in any 24 hour period, nor 60 hours in any period between a Monday to the subsequent Sunday.

**5.2.3. Procedures**

- 5.2.3.1. The Service Provider shall adhere to documented procedures for each function, provided by the Council, which may be amended from time to time. If any amendments are subsequently proposed, they will be discussed with the Service Provider prior to introduction.
- 5.2.3.2. The procedures will encompass:
- a) Monitoring and selectively recording the CCTV images for possible contraventions, making manual or electronic records of contraventions as required by the procedures;
  - b) Responding to requests via the AO for monitoring of specific locations at particular times;
  - c) Reviewing the recorded images, and transferring data as required by the PCN processing system into the PCN system, agreeing any questionable images with the Supervisor, and reporting any issues such as broken or missing signage, arising from this process to the AO management. This review of each case must be completed within 48 hours of the initial event being recorded. This will apply to images recorded on the main CCTV system and on the CCTV vehicles provided by the Service Provider.
  - d) Providing witness statements in a defined format and attaching these electronically to the ICPS case record. The AO will define the generic format and content of a witness statement from time to time and the Service Provider will follow that. These are currently provided for all CCTV cases going before PATAS. This process may involve document scanning; if this is the case, the Council will provide a suitable document scanner connected to the PCN processing

system. This must occur within 48 hours of the request by the Council for a witness statement.

- 5.2.4. The deployment of Staff numbers between monitoring and reviewing will be delegated to the Service Provider, with a requirement that all images are reviewed to a defined level of accuracy within 48 hours of being initially observed.

5.2.5. Vehicles

- 5.2.5.1. The Service Provider will be required to provide and operate a number of CCTV monitoring vehicles. The initial number of these will be 4. Enforcement using CCTV vehicles is a 24/7/365 operation, with approximately half of the number of vehicles deployed during the hours of 0700 – 2200 Monday to Sunday.

- 5.2.5.2. There is also a CCTV van which is owned by the Council but which will be operated by the Service Provider, as requested. This vehicle is typically used for enforcement outside of schools during school term times, and as a resource for the MP. The Service Provider may at such times only be required to provide a driver for this vehicle. This vehicle requires a C1 licence, and the Service Provider will be required to have a minimum of 4 such drivers employed at any time.

- 5.2.5.3. The number of CCTV vehicles required for deployment may rise or fall; no less than 3 month's notice will be provided of a change in the number of deployed vehicles required by the Council.

- 5.2.5.4. The specification of the CCTV vehicle must include as a minimum:

- a) Livered in accordance with the Council's requirements;
- b) Presentation in a clean, undamaged condition;
- c) Capable of being powered using a "clean" fuel e.g. LPG or electricity. Appendix 6 contains minimum requirements as per Council policy on vehicle fleets;
- d) Inclusion in the group of Service Provider vehicles to be capable of being tracked in real time by the Council;
- e) Seats for Driver and CCTV operator;
- f) Approved device certification as required by Guidance to the Traffic Management Act 2004, and the document "Civil Traffic Enforcement - Certification of Approved Devices", currently obtainable at:  
<http://www.dft.gov.uk/pgr/roads/tpm/tmaportal/tmafeatures/tmapart6/certapproveddevices.pdf> ;
- g) Recording of all CCTV incidents selected by vehicle operator, and in a format capable of being transferred to the PCN processing system; the minimum speed of recording will be 5 frames per second, in MPEG2 format;
- h) Capable of recording continuous footage of moving contraventions such a box junctions, banned right turns or stationary contraventions;
- i) An externally mounted camera with a 26;1 zoom capability, and a extendable mast; the image must have a minimum of 480 effective pixels, a horizontal resolution of 480 lines, the

- PCN and photo quality monitoring
- Manual entry of PCN data
- Agreed Management reports
- Other agreed functions

#### 6.7. Digital Images

- 6.7.1. Minimum photograph requirements for on-street enforcement and clamping/removals have been outlined in Sections 3 and 4 respectively in this document. To complement this, the Council will provide the Service Provider with a 'Photograph Protocol' detailing from time to time, the content and context of the photographs. This Protocol will be subject to change.
- 6.7.2. All photographs shall show within the image the correct date and time, as instructed by the Speaking Clock.
- 6.7.3. Cameras shall be tested by each operative before the shift commences to ensure that the image is clear, and that the time and date setting is on and correct. All CEOs must be deployed with sufficient spare batteries to ensure their operational capability for a full shift.
- 6.7.4. The Service Provider shall ensure that all photographs taken are in a JPEG format, and the equipment used to take the photograph must have a resolution capability of between 2 mega pixels and 4 mega pixels. Images outside this resolution should be resized to ensure they are between the above sizes.

#### 6.8. PCN Stationery and Processing

- 6.8.1. The Service Provider shall supply PCNs to be used in the printers. Current dimensions are 22.9cm long by 11.1cm wide. Specific PCN details will be printed on the blank side of the PCN rolls. All information on the reverse side will be pre-printed by the Service Provider. The Council must approve the wording on both sides of the document, the paper quality and dimensions before any purchase is made. The wording on either side of the PCN may change from time to time.
- 6.8.2. The Service Provider shall supply emergency PCNs for manual or 'handwritten' usage (known as manual PCNs). The information recorded onto manual PCNs shall be identical in content to the information entered via the software in the HHCT. The Council will approve the Service Provider's design for manual PCNs to be used in this Contract. The design will illustrate a three-part document, with one part being the PCN to be served, one part being a list of contravention codes used by this Council, and one part being the evidence for processing and storage by the Council. The Council will also advise the Service Provider of the PCN numbering reference sequence and range to which the Service Provider must adhere to on both manual and HHCT-issued PCNs.
- 6.8.3. The Service Provider shall supply PCN envelopes which will be carried by all Staff designated to issue PCNs and used to contain every PCN affixed to a vehicle. The PCN carrier will be capable of being attached to the windscreen of the vehicle; it will be waterproof and it will enable a driver to see the PCN clearly on the inside. The carrier must be capable of enclosing the equivalent of three PCNs.

#### 6.9. Future Enhancements

- 6.9.1. The Service Provider will be required to work closely with the Council in determining the future requirements for equipment that will be used in relation to this Contract. Should the Council require the Service Provider to provide HHCTs which are different to the technical specification requirements as outlined in 6.11



at any point during the Contract Term, this will be negotiated with the Service Provider on the open book principle as a Contract Variation.

**6.10. Technical Specification Requirements**

**6.10.1. HHCT Specification**

- Able to run Window CE.net version 6 or above
- Display - ¼VGA 240x320 portrait format screen
- Memory – 128MB RAM + 256MB flash memory
- Connectivity - Ethernet 10BASE-T and GPRS
- Minimum network speed -100MB per second
- Geo-location via GPS
- Battery Life (HHCT and printer) – sufficient to last a minimum of an 8 hour shift, in which up to 45 PCNs may be issued, + GPRS + GPS
- Time Sync - ability to use NTP for synchronisation with specified server at specified intervals
- Able to scan barcoded data from a tax disc through windscreens

**6.10.2. HHCT Camera /Digital Camera Specification**

- Image format - JPEG
- Pixels - Between 2MP and 4MP
- Image timestamp mechanism
- Image size capability - VGA: 640 x 480 pixels and QVGA: 320 x 240 pixels
- Flash – Images must be clear at all times, including those taken at night
- Battery life – must last a minimum of an 8 hour shift
- A minimum of x3 optical zoom lens
- USB port and cable

- 6.11. The Council has a preference for cameras which are separate from the HHCTs; however, the Council wishes to specify the output required, not the means of achieving it, which is recognised as being the responsibility of the Service Provider.

**END OF SPECIFICATION**

## **APPENDICES**

- 1 Map of the London Borough of Camden
- 2 LBC Equalities Policy
- 3 Management Information and Routine Reporting
- 4 Minimum Content for CEO Pocketbooks
- 5 Operational Days and Hours
- 6 LBC Green Vehicle Policy
- 7 LBC Sustainability Policy
- 8 Documentation to be Supplied by the Service Provider
- 9 Photo Quality Rating
- 10 Outline of CEO Handbook
- 11 Clamping and Removal Priorities



## **APPENDIX 1: MAP OF CIVIL ENFORCEMENT AREA**

The following map shows the CEA, being the whole of the London Borough of Camden



## **APPENDIX 2: LBC EQUALITIES POLICY**

### *As a community leader and advocate*

We are committed to creating a socially inclusive and cohesive community within LBC by:

- Promoting equal opportunity and equal access to employment, services and information.
- Identifying and addressing the barriers that different groups face to participation in economic, social, cultural and political life.
- Working towards ensuring fair and equitable resources.
- Celebrating and respecting the diversity of our community.
- Working with others to ensure that Camden is a safe place in which to live, work, study or visit.
- Listening and responding to the views of our communities through appropriate and widespread consultation and participation mechanisms, which are accessible to all.
- Ensuring the communications we produce and the events we hold positively reflect and promote the diversity of our communities and are made fully accessible, where such a requirement has been identified.

### **As a service provider**

We are committed to ensuring that our services are accessible to all and responsive by:

- Ensuring our customers are aware of our services and that we deliver our services in ways that are sensitive to customers' needs.
- Ensuring that all those in the community are able to visit our public buildings and open spaces.
- Ensuring the information we provide about our services is accessible to our community.
- Consulting and involving all sections of our community in the development and monitoring of our policies and services in ways which enable people to participate.

### **As an employer**

We value and celebrate the diversity that exists amongst our workforce and are committed to creating a working environment in which everyone can take full part.

We aim to develop, promote and deliver our employment and training opportunities without discriminating on the basis of a person's race, disability, age, gender, religion or belief, sexual orientation or any aspect of an individual's background or heritage which is used as justification for unfair treatment.

We believe our organisation will be a better, more creative and innovative place to work as a result of managing our people in a way that gets the best from their diversity; values their different perspectives and individual backgrounds; and integrates fairness and equity into every aspect of our employment practices.

We will do this by:

- Recruiting, attracting, developing and retaining the most talented people, valuing the varied skills and experiences people bring to the organisation and ensuring that our workforce is representative of our community.
- Developing more imaginative and open ways of recruiting and retaining a diverse workforce, making sure that our employment opportunities are accessible to all and encouraging applications from all sections of our community.
- Providing a safe and accessible working environment that values and respects the identity and culture of each person.
- Ensuring that all employees have access to promotion, learning and development opportunities so that their contribution and potential are maximised.
- Regularly reviewing our people management policies and practices to make sure that they support these commitments, including the commitment to making reasonable adjustments where appropriate to do so.
- Providing support and training to ensure that this policy is communicated, understood and acted on by all of our employees and Members.
- Making sure that all our employees understand their rights and responsibilities concerning discrimination, bullying and harassment.
- Setting performance indicators so that we can monitor and regularly report on our progress.
- Implementing a fair and equitable approach to how we pay and reward our people for equal work, making sure that we regularly review its application.
- Making sure that we treat seriously behaviour that is deliberately contrary to our valuing diversity principles and take appropriate action.

#### **As a procurer of goods and services**

We are committed to ensuring that those service providers and others from whom we procure goods and who deliver our services share and implement our equality vision and values by:

- Demonstrating that all practicable steps are being taken to allow equal access and equal treatment in employment and service delivery for all, as appropriate to the nature of the contract concerned.

N.B. This policy is subject to change during the Contract Term. If this policy changes, the Service Provider will be notified by the Council of the change with the view to the Service Provider meeting revised requirements of the policy within an agreed timescale.

### APPENDIX 3: MANAGEMENT INFORMATION AND ROUTINE REPORTING

Description	Service	Update frequency	Submission
<b>Staff Lists, by Service</b> Including details of Staff employed on the Contract, e.g., job title, identification number, date of birth, induction training dates, examination date(s), start date on the contract, gender, any relevant licences held (e.g., drivers licence, SIA licence) and the expiry date of the licences, and where applicable, the departure date from the Contract. In addition, the overall percentage calculation to reflect the percentage of staff with a minimum of six month's experience.	Each core service area	Monthly	Within 4 Calendar Days of the end of the month
<b>Deployed Hours, by Service</b> Including for each hourly and daily unit utilised from the SOR, aside from Managers: planned deployment times, designated duty (and for on-street CEOs, the designed zones/beat to patrol), the actual start of the shift, the actual end of the shift, and actual time taken out within a shift for non-deployed activity, e.g., lunch breaks, additional breaks, training, etc). This data will be grouped by day, and for each day a summary of deployed hours against the target will be stated. In addition, the overall summary of deployed hours against the target for the day shall be stated.	Each core service area	Weekly	Each Monday
<b>Deployment Summary, by Service</b> Including daily actual deployment against the required daily deployment, and overall monthly deployment against the required monthly deployment shown in actual hours and expressed as a percentage of required deployed hours.	Each core service area	Monthly	Within 4 Calendar Days of the end of the month
<b>Training Plan, by Service</b> Including all Staff job titles, identification numbers, and against those details: the date a training need was identified, who identified the need (e.g., individual's supervisor, the AO), a description of the training need, the date training was delivered, the method in which it was delivered, and by whom. This Training Plan shall include scheduled and on-going training needs and delivery.	Each core service area	Monthly	Within 4 Calendar Days of the end of the month
<b>CEO Activity Level</b> Including total PCNs issued against deployed hours, expressed as a ratio.	CCTV, On-street	Monthly	Within 4 Calendar Days of the end of the month
<b>CEO tracking</b> Electronic reports of CEO, Supervisor, and EV Staff tracking information, each day.	On-street, clamp and removals	Daily	Available by 10am the following Day
<b>Vehicle Emissions</b> Including vehicle type, fuel type, consumption (litres),	Each core service area	Annually	31 <sup>st</sup> July

vehicle registration number. Vehicle mileage, annual CO2, NOx, PM10 emissions (tonnes) for each year running from April to March.			
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On-street only		
Description	Frequency	Date Of Submission
<b>Abandoned Vehicles</b> Including the date and time the vehicle was observed, precise location of where the vehicle is parked, photographs as defined in the relevant procedure, the VRM, the make, model and colour, the tax disc number and expiry date, and where appropriate, a brief account of why the vehicle appears to be abandoned.	Same day notification	Service Provider's database to be updated by 10am the following Operational Day
<b>Special Enforcements</b> Including the date and time the location(s) were visited, the CEOs responsible for those visits, details of PCNs issued, interactions with drivers/residents in connection with the enforcement	Daily	Service Provider's database to be updated by 10am the following Operational Day
<b>Pay and Display machine and meter faults</b> Including the date and time the fault was observed, the device number, the name of the street the device is on, the fault seen, the date and time the fault was reported to the Council's parking maintenance section, and the number of CEO who identified the fault.	Same day notification	Council's database to be updated by 10am the following Operational Day
<b>Covered Vehicles</b> Including the date and time the vehicle was observed, the precise location of where the vehicle is parked, any details of the vehicle that may be useful for identifying it, and a brief account how the vehicle is covered	Same day notification	Service Provider's database to be updated by 10am the following Operational Day
<b>Suspensions Activity</b> Including details of jobs completed and reports of any matters of concern.	Daily	By 8am the following Operational Day
<b>Lines and Signs Defects</b> Including the date and time the defect was observed, details of the precise location of the defect, the nature of the defect, and the CEO who	Daily	Council's database to be updated by 10am the following Operational Day

identified it.		
<b>Suspected                      Fraudulent</b> <b>Disabled Badges/Permits</b> Including the date and time the suspected fraudulent document was observed, details of the precise location of the vehicle in which it's displayed, details of the vehicle, the nature of the fraud, and the CEO who identified it.	Same day notification	Service Provider's database to be updated by 10am the following Operational Day

Clamp and Removal - in Relation to Enforcement On-street Only		
Description	Frequency	Date Of Submission
<b>Monies Received (Via the Payment Centre)</b> Including references of dates/times the decant/recants were instructed and details of decants/recants, including times the vehicle was in transit and vehicle VRMs.	Daily	By 10am the following weekday
<b>Decant/Recant of Vehicles Activity</b> Including references of dates/times the decant/recants were instructed and details of decants/recants, including times the vehicle was in transit and vehicle VRMs.	Daily	By 10am the following Operational Day
<b>Main Pound and Decant Pound Inventory</b> Including details of vehicles held in each pound and movements of those vehicles in and out of the pounds	Twice daily	By 10am the following day
<b>Self de-clamps</b> Including VRM, the location where the vehicle was clamped, date and time the vehicle was identified as being self-de-clamped/not in the location.	Same day notification	Service Provider's database to be updated by 10am the following Operational Day

Clamp and Removal - in Relation to Enforcement on Housing Estates Only		
Description	Frequency	Date Of Submission
<b>Monies Received (Via the Payment Centre)</b> Including receipt number and associated VRM, individual payment amount, enforcement type, payee name, payment type, and cashier's name	Daily	By 10am the following weekday
<b>Decant/Recant of Vehicles</b>	Daily	By 10am the following Operational

<b>Activity</b> Including references of dates/times the decant/recants were instructed and details of decants/recants, including times the vehicle was in transit and vehicle VRMs, and EV Crew ID.		Day
<b>Main Pound and Decant Pound Inventory</b> Including details of vehicles held in each pound and movements of those vehicles in and out of the pounds	Twice per Operational Day	By 10am the following Operational Day
<b>Vehicles Clamped</b> Including the date and time of clamping, VRM, make, colour, EV Crew ID, offence code, location, job code, release time, paid status, receipt number	Daily	By 10am the following Operational Day
<b>Self De-clamps</b> Including VRM, the location where the vehicle was clamped, date and time the vehicle was identified as being self-de-clamped/not in the location.	Same day notification	Service Provider's database updated by 10am the following Operational Day
<b>Vehicles De-clamped</b> Including details of vehicles clamped and de-clamped (e.g. VRM, street name, time de-clamped), and associated payment times.	Daily	By 10am the following Operational Day
<b>Vehicles Removed</b> Including the date and time of the removal, VRM, make, colour, EV Crew ID, offence code, location, job code, impounded time, release time, paid status, receipt number	Daily	By 10am the following Operational Day
<b>Vehicles Relocated</b> Including the date and time of the relocation, VRM, make, colour, EV Crew ID, locations (where the vehicle was moved from, and where to), job code, release time, relocation status, paid status (if applicable), receipt number	Daily	By 10am the following Operational Day

The tables above outline a number of management information and routine reporting requirements, however, it is not intended to be an exhaustive list and, from time to time, new requirements may be instructed by the Council



#### **APPENDIX 4: MINIMUM CONTENT FOR CEO POCKETBOOKS**

As a minimum, the pocket book should record the following details:

- CEO identification number
- Shift start and finish times
- Details of any breaks taken
- Vehicles to be disregarded (non-enforcements)
- Locations for special enforcement
- Any interaction with the public and Council officers
- HHCT equipment breakdowns
- Reports made to the base, the Control Room, and the Pound
- Vehicles authorised for clamping and removing

N.B. This list is not an exhaustive list of requirements and may be subject to change.

## APPENDIX 5: OPERATIONAL DAYS AND HOURS

On-street patrols	Operational Days and Hours will be determined by CPZ hours that vary across LBC. Principle CPZ coverage hours are 08:30 – 18:30, Monday to Saturday. In addition, LBC has 24 hour restrictions that require patrolling 24/7/365. Specific deployment hours to cover applicable Operational Days and Hours will be stated in the deployment plan to be issued by LBC.
CCTV Monitoring	24/7/365
Estate patrols	08:00 – 20:00, Monday - Sunday
Clamps and Removals – on-street	08:30 – 18:30, Monday - Sunday
Clamps and Removals – Council housing estates	08:00 – 20:00, Monday - Sunday
Decants, Recants, and aged lifts – on-street and Council housing estates	18:30 – 23:30, on selected days as per the deployment plan.
Payment Centre	07:00 – 23:00 Monday to Sunday
Payment Centre phone enquiry line	07:00 – 23:00 Monday to Sunday

Days and hours specified are subject to change as instructed by LBC.

## **APPENDIX 7: LBC CORPORATE ENVIRONMENTAL POLICY**

### **Our approach to delivery**

We will:

- provide leadership, both by example in continually reducing the environmental impacts from our own estate and operations, and by engaging with the whole community, making it easier for businesses, other institutions and residents to do their bit.
- prioritise activities that deliver the most cost-effective carbon emission reductions possible and that capture the public imagination and stimulate behavioural change.
- work collaboratively with partners – both our local strategic partners at the Council and our regional partners – to develop large-scale solutions with economies of scale.
- encourage all individuals and organisations with whom we work to adopt, where practicable, similar policies and practices.

### **Our improvement priorities**

1. Reduce LBC's contribution to climate change. We aim to cut LBC's emissions by 10% from 2005 levels by 2012 and to make LBC more resilient to climate change.
2. Improve the use of resources and waste management by encouraging waste minimisation, re-use, recycling and composting. We aim to reduce residual household waste by 20% from 2006-07 levels by 2012.
3. Encourage greener transport alternatives, through traffic reduction and the use of cleaner vehicles, including the promotion of walking, cycling and public transport. We aim to reduce traffic by 15% from 2001 levels by 2012.
4. Protect and enhance local bio-diversity and open spaces, ensuring they are appealing and accessible for all.
5. Reduce the environmental impacts of all developments and growth, including investigating how major developments can generate heat and power for surrounding areas.
6. Reduce harmful pollutants in the air, land and water by complying with, and enforcing, environmental legislation.

We will monitor and report on our performance and review this policy annually.

Copies of this policy and our full environmental sustainability delivery plan – Delivering a Sustainable Camden (2008-2012) are available online. For alternative versions of this document or for more information visit [camden.gov.uk/smallsteps](http://camden.gov.uk/smallsteps)

N.B. This policy is subject to change during the Contract Term. If this policy changes, the Service Provider will be notified by the Council of the change with the view to the Service Provider meeting revised requirements of the policy within an agreed timescale.

## APPENDIX 8: FORMAL DOCUMENTATION TO BE SUPPLIED BY THE SERVICE PROVIDER

The Council must be consulted in the design and particulars of the following documents. The Council must approve documents to be used in this Contract prior to them being used to provide the Service.

DOCUMENT	SUGGESTED SIZE	CORE SERVICE AREA
Clamping authorisation adhesive notices	A5	Clamping and Removals
Clamping warning adhesive notices	A4	Clamping and Removals
Clamping information leaflets	A5	Clamping and Removals
Vehicle removal forms	A4	Clamping and Removals
Vehicle condition reports (triplicates)	A4	Clamping and Removals
Removal authorisation adhesive notices	A5	Clamping and Removals
Relocation adhesive notice	A5	Clamping and Removals
Vehicle damage claim form	A4	Clamping and Removals
De-clamp adhesive notices	A5	Clamping and Removals
Fraudulent/stolen disabled badge adhesive labels to be placed on vehicle condition reports	Smaller than A5	Clamping and Removals
'Council Aware of this Vehicle' adhesive notice	A5	Clamping and Removals
HHCT PCNs	22.9 (H)x 11.1cm (W)	On-street Enforcement
Manual PCNs	Similar to HHCT PCN	On-street Enforcement
Adhesive PCN envelopes	Sufficient for enclosing 3 PCNs	On-street Enforcement
CEO handbooks	-	On-street Enforcement
Input Sheets		CCTV Enforcement
Witness Statements		CCTV Enforcement

Log Sheets		CCTV Enforcement
Vehicle Log Sheets		CCTV Enforcement
Hoods – Pay & Display machine		Suspensions
Hoods – Pay & Display meters		Suspensions
Hoods – Signs on poles		Suspensions
Hoods – wall mounted signage		Suspensions
Three dimensional warning signs		Suspensions
Cable ties		Suspensions
Padlocks		Suspensions
Self-adhesive information label		Suspensions
Red clamping information cards	A5	Housing Estate C&R
Clamping warning adhesive notices	A4	Housing Estate C&R
Vehicle condition reports (triplicates)	A4	Housing Estate C&R
Pocket books	A6	Housing Estate C&R

**N.B. This list is not an exhaustive list of documentation requirements and may be subject to change.**

## AFTER 7 DAYS

<b>06</b>	Yes	No	24hrs	Including from Shared Use Parking Places
<b>07</b>	Yes	No	24hrs	
<b>08</b>	Yes	No	24hrs	
<b>12</b>	Yes	No	24hrs	
<b>19</b>	Yes	No	24hrs	
<b>22</b>	Yes	No	24hrs	
<b>Contravention code</b>	<b>Removal</b>	<b>Instant</b>	<b>Observation from issued time</b>	<b>Comments</b>
<b>12</b>	Yes	No	7 Days	(LBC Residents Permit holders removed after 7 days of expiry)
<b>19</b>	Yes	No	7 Days	(LBC Residents Permit holders removed after 7 days of expiry)
<b>12 &amp; 19</b>	Yes	No	7 Days	Shared used Bays