

DATED 25 SEPTEMBER 2003

THE MAYOR AND COMMONALTY AND  
CITIZENS OF THE CITY OF LONDON

-and-

VINCI PARK SERVICES UK LIMITED

COUNTERPART  
AGREEMENT

For the provision of a Parking Attendant  
Service to implement the Road Traffic Act 1991  
Part II

July 2003

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AN AGREEMENT made the 25 day of SEPTEMBER Two thousand and three BETWEEN THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON (hereinafter called "the Corporation") of Guildhall London EC2P 2EJ by ANDREW JAMES COLVIN the Comptroller of the Chamber and Bridge House Estates and City Solicitor their Agent of the one part and VINCI PARK SERVICES UK LIMITED (Company Registration Number 2362957) (hereinafter called "the Contractor") whose registered office is situate at Portsoken House 155-157 Minories London EC3N 1LJ of the other part

WHEREAS the Corporation is desirous of having provided a Parking Attendant service for Enforcement of On Street Parking Regulations by Ticket Issue and Implementation of the Road Traffic Act 1991 Part II (hereinafter defined and referred to as "the Services") as are more particularly described in the specification (hereinafter called "the Specification") annexed hereto and forming part of this Agreement within the confines of the City of London

AND WHEREAS the Contractor has submitted to the Corporation a Tender dated 12 May 2003 and supporting documents including a Pricing Schedule and Schedule of Rates as subsequently amended in accordance with Appendix A and A1 to these Conditions Schedule of Daily Required Contractor's Staff and Method Statement (which documents shall be collectively known as "the Tender") a copy of which said Tender is annexed to and forms part of the Specification hereto

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows

Definitions

IN THIS AGREEMENT the following words phrases and titles shall have the following meaning:-

"the Services" shall mean the operation and provision of a Service of Enforcement of On Street Parking by ticket issue and implementation of the Road Traffic Act 1991 Part II by the provision of Parking Attendants within the City of London which services are more particularly described in the Specification hereto and shall

include any variation addition or deletions thereto made at any time during the term of this Agreement in accordance with the provisions of the same

"the Director" shall mean the Director of Technical Services for the time being appointed by the Corporation to manage and oversee the operation of the Services

"the Supervising Officer" shall mean the person appointed or employed by the Corporation to have overall responsibility for the day to day management of all the Services under the direction of the Director The Supervising Officer shall have the power to delegate his authority to any senior member of the Corporation's staff (hereinafter called an "Authorised Officer") and shall notify the Contractor in writing of such delegation and the extent of any limitations thereon

"the Contract Manager" shall mean a suitably qualified and experienced person employed or engaged by the Contractor and dedicated to this Contract to have full time day to day responsibility for ensuring that all the Contractor's obligations set out herein are observed and to receive instructions from the Supervising Officer For the avoidance of doubt the Contractor shall provide an Assistant Contract Manager to act in the absence of the Contract Manager in accordance with Clause 6.2.4 of the Specification The Contract Manager shall attend such meetings as may be called by the Director from time to time to discuss the performance of the Contractor and its their obligations pursuant to this Agreement and such other matters concerning the effective and efficient management of the Service

"Contractor's Staff" shall mean such persons as are employed by the Contractor Company as supervisors and operatives which terms shall include Parking Attendants and On Board Parking Attendants Pedal Cycle PA's Motorcycle PA's Mobile Parking Enforcement Patrol Despatch Controllers and Helpline Co-ordinators in accordance with the provisions of the Specification Contractor The staff are responsible to the Contractor for the performance of the Services set out herein and any other reasonable instructions given by the Director as are set out in the Specification hereto as shall be required from time to time to fulfil performance of the Contractor's obligations under this Agreement as

set out in the Specification (subject to the minimum daily requirement provisions set out below and for which the Contractor has tendered)

"the Average Daily Requirement" shall mean the minimum number of staff in accordance with Appendix 14 to the Specification as are usually required to provide the Services

"the Minimum Daily Requirement" shall mean the minimum number of staff the Contractor will be required to have on site and available for work every weekday without fail in accordance with the requirements of Appendix 16 to the Specification

The Contractor will allow for more staff than the minimum to be on duty but if staff for these posts fail to report for work then the post shall be covered from elsewhere in the service with staff of comparable skill to ensure the Minimum Daily Requirement is always met. Failure to meet the Minimum Daily Requirement will affect achievement of Key Performance Indicators and consequently the level of Performance Pay

"the Establishment Level" shall mean the number of staff indicated in the Pricing Schedule as the number of staff the Contractor proposes to employ to meet the Average Daily Requirement as referred to in Clause 6.1.7 of the Specification

"the Commencement Date" shall mean the first day of October 2003 or other date on which the Contractor shall commence the provision of the Services

"the Operational Period" shall mean that period between the Commencement Date and the date of the determination of this Agreement whether by effluxion of time or by notice

"the Pricing Schedules and Schedule of Rates" shall mean the Pricing Schedules and Schedule of Rates provided by the Contractor as part of their Tender and subsequently amended in accordance with Appendix A and A1 to these Conditions or such revision thereto as may be agreed from time to time pursuant to this Agreement

"Adjudication Service" shall mean the service provided by parking adjudicators established pursuant to Sections 72 and 73 of the Road Traffic Act 1991 in relation to disputed tickets issued

**"Authorised Vehicle"** shall mean a vehicle which an On-Street Parking Attendant shall have authorised as suitable for clamping or removal but which has not yet been confirmed as such by an On-Board Parking Attendant

**"Clamp"** shall mean the wheel immobilisation device (including lock and key) of a type approved by the Home Office for use by the Police and approved by the Corporation of London to be provided by the Clamping and Removal Contractor and painted a shade of yellow first approved by the Authorised Officer bearing the Corporation's corporate logo and a unique number for each such device (to be notified to the Contractor by the Corporation)

**"Clamping and Removal Contractor"** shall mean any contractor or Contractor engaged by the Corporation to affix and release Clamps to any vehicle which a Parking Attendant authorises for clamping and removal and conveyance to the Pound and to operate the Pound and the Payment Centre

**"Contract/Agreement"** shall mean the Contractor's Proposals and Form of Tender these Conditions of Contract the Specification and all appendices schedules and annexes to those documents together with Tender Circulars Nos 1 and 2 For the avoidance of doubt the Contractor's own terms and conditions if any are expressly excluded

**"DCS" and "Despatch and Control System"** shall mean the computer system provided by the Corporation for the control of clamping removal relocation and releasing of Vehicles

**"Default point"** shall mean the default point or points awarded in accordance with this Agreement and Appendix 10 of the Specification

**"Despatch Controller"** shall mean the person provided by the Contractor having responsibility for the day to day deployment of the Wheel Clamping and Removal Contractor's on-street operations during Enforcement Vehicle Operational Hours as set out in Clause 14.4 of the Specification

**"Enforcement Vehicle" and "EV"** shall mean a vehicle in the Corporation's Approved Livery capable of carrying a sufficient number of Clamps or removing a vehicle and conveying it to the Pound for the efficient performance of the Services and provided and operated by the Clamping and Removal Contractor

"Key Performance Indicators" "KPIs" shall mean the Key Performance Indicators set out in Appendix 16 to the Specification and which the Contractor is required to meet in accordance with Clause 4.1 of the Specification. These Key Performance Indicators will form a part of the process by which the Contractor's performance will be measured.

"On-Board Parking Attendant" shall mean an operative of the Contractor and designated by them as responsible for finally authorising the clamping or removal of any vehicle which is parked in such a manner as to constitute a Parking Regulation Infringement and shall be on-board the Enforcement Vehicle during the Enforcement Vehicle Operational Hours.

"PA Supervisor" shall mean a Parking Attendant Supervisor responsible for the Day to Day Supervision of the Parking Attendants.

"Transport Committee for London" and "TCfL" shall mean the joint committee of London boroughs formed pursuant to Section 73 of the Road Traffic Act 1991 for the purpose of assisting in the co-ordination of parking control in Greater London.

"Payment Centre" shall mean any payment centre (whether or not at the Pound, the Parking Office, the Magistrates' Court Payment Centre or elsewhere) at which persons may pay Release Fees or any fees and charges following the clamping, removal or storage of any vehicle by the Clamping and Removal Contractor or any Penalty Charge Notice fee.

"Year 2000 Compliance and Year 2000 Conformity Requirements" shall mean compliance with "BS1 Disc 2000 A Definition of Year 2000 Conformity Requirements" as set out in Schedule 2 hereto.

"Penalty Charge Notice" and "PCN" shall mean a penalty charge notice issued by a Parking Attendant in respect of any vehicle parked left or driven in such a manner as to constitute an infringement or contravention of the Parking or Bus Lane Regulations.

"Pound" shall mean a pound provided by the Wheel Clamping and Removal Contractor either within the area covered by this Agreement or within a reasonable distance of the City of London.



**"Operational Hours"** shall mean the hours required for On Board Parking Attendants and Parking Attendants and their Supervisors as set out in the Specification hereto. The expression "Operational Hours" shall not include any period during which the Corporation shall not require the Contractor to perform the Services pursuant to the Specification and for the avoidance of doubt only limited enforcement will be required on public holidays as instructed by the Director.

**"Relocation"** shall mean the relocation of a Designated Vehicle (which the On-Board Parking Attendant or a police officer shall have authorised as requiring relocation) by the Clamping and Removal Contractor to such other location on the same road or on another road (where possible visible from the original parking place of the Designated Vehicle) as the On-Board Parking Attendant or police officer shall specify.

**"Clamping and Removal Prioritisation Schedule"** shall mean Appendix 4 to the Specification (as varied from time to time pursuant to this Contract) showing types of Parking Regulations Infringements which fall into highest, high, medium and low categories for prioritisation of the EV's by the Despatch Controller in accordance with the information from the DCS.

**"the Accommodation"** shall mean the discrete accommodation provided by the Contractor within the City of London in accordance with the Specification.

**Consideration**

1. IN CONSIDERATION of the payment of the sums due pursuant to this Agreement the Contractor will carry out in a professional and workmanlike manner the Services as defined above to the satisfaction of the Director.

**Safe Working and Health and Safety**

2.1 The Contractor hereby agrees to and ensure that all employees, agents or sub-Contractor under their control do likewise in the performance of their obligations hereunder comply with the provisions of the Factories Act 1961, Offices, Shops and Railway Premises Act 1963, Health and Safety at Work Act 1974, Management of Health and Safety at Work Regulations 1992, Workplace (Health, Safety and Welfare) Regulations 1992, Provisions and Use of Work Equipment Regulations 1992, Manual Handling Operations Regulations 1992, Electricity at

Work Regulations 1989 Noise at Work Regulations 1989 Report of Injuries Diseases and Dangerous Occurrences Regulations 1995 Health and Safety (First Aid) Regulations 1981 Fire Precaution Act 1971 Health and Safety (Safety Signs and Signals) Regulations 1996 The Control of Pollution Act 1974 Control of Substances Hazardous to Health (COSHH) Regulations 1999 the Road Traffic Acts and Regulations thereunder and the Transport Acts and without prejudice to the foregoing any other Statute or enforceable EU Legislation statutory instrument mandatory requirement or byelaw and/or Code of Practice for the time being in force regarding safe and adequate working procedures and practices to be followed and shall have particular regard to any requirement or reference as aforesaid concerning the Services undertaken in this Agreement

2.2 The Contractor shall in performing the Services adopt a safe method of work in order to protect the health and safety of their own employees the employees of the Corporation and all other persons including members of the public

2.3 The safe methods of work shall involve compliance throughout the term of this Agreement with both the Contractor's and the Corporation's Health and Safety Policy any safety instructions and codes of practice referred to in the Specification hereto and any relevant rules procedures standards policies and codes notified to the Contractor by the Supervising Officer or any of the same as may from time to time during the Contract Period be amended by the Corporation and notified to the Contractor and in particular but without limitation to the foregoing provisions the Contractor shall ensure that:-

- .1 proper care is taken to avoid damage to property (real or personal)
- .2 health and safety inspections are carried out regularly on all equipment and machinery used in the provision of the Services
- .3 not less than 10 per cent (or one person whichever is the greater) of their employees have First Aid qualifications and are supplied with adequate First Aid equipment provided by the Contractor
- .4 their employees take all reasonable precautions when executing the Services to avoid damage to any vehicles or other property

.5 that any vehicles employed in the execution of the Services are not parked in such fashion as to prevent or impede safe and swift access or egress by emergency vehicles or the safe movement of people on any highway street pavement or walkway

2.4 In the event that the Contractor is able to lease accommodation from the Corporation this shall be on a separately negotiated lease or sub lease and in such event then:-

2.4.1 the Contractor shall nominate a person to be responsible for health and safety matters as required by the Health and Safety at Work Act 1974 whilst on Corporation owned premises or otherwise the Contractor shall require their employees agents or subcontractor to comply with the lawful requirements of any Corporation safety policy for those premises and of the Supervising Officer

2.4.2 The Supervising Officer shall be empowered to suspend the provision of the Services or use of the accommodation provided by the Corporation in the event of non-compliance by the Contractor with health and safety matters

2.4.3 The Contractor shall not resume use of the Corporation provided accommodation or where appropriate provision of the Services until the Supervising Officer is satisfied that the non-compliance has been rectified and in respect of any such period of suspension the default provisions as set out in these Conditions and the Specification shall apply

#### Drivers and Operators of Vehicles

3. Without prejudice to the generality of the foregoing clause the Contractor shall ensure that:-

.1 Any Drivers including motorcyclists cyclists and operators of all or any vehicles motorcycles bicycles and Equipment are adequately trained are holders of any licences as may be necessary and such trained Drivers Motorcyclists Cyclists and operators only are responsible for the operation and use of vehicles and Equipment;

.2 Drivers including motorcyclists cyclists and operators drive ride or operate safely and correctly at all times in accordance with statutory regulations and instructions of the Supervising Officer

- .3 Drivers motorcyclists cyclists and operators once trained remain thoroughly competent in the safe use of the vehicles motorcycles cycles or Equipment
- .4 Any Equipment and vehicles motorcycles and bicycles are properly cleaned serviced and maintained so that they present a professional pleasant image to the public
- .5 They hold any relevant operators licence for any vehicles etc. utilised in the services as may be required under the Road Traffic Act or other legislation

#### Contractor's Staff

- 4.1 The Contractor shall provide sufficient supervisory staff to ensure that the Contractor's staff are at all times adequately supervised and properly perform their duties The Contractor shall ensure that such supervisory staff are provided with copies of the Specification and any updates thereto and that they are fully aware of the content thereof and are familiar with all Codes of Practice and British and/or EU Standards referred to herein or in the Specification and in particular but without prejudice to the generality of Clause 4.5 are sufficiently skilled trained and instructed with regard to the matters set out in Clause 4.6 The names of all the Contractor's staff shall be supplied to any Authorised Officer upon request and in any event to the Supervising Officer at least one week prior to the commencement of the Services Any alterations to the complement of such supervisory or other staff shall be notified to the Supervising Officer forthwith
- 4.2 The Contractor's staff engaged in the provision of the Services shall primarily be under the control and direction of the Contractor's own supervisory staff but shall nevertheless comply with all reasonable instructions given by the Director or the Supervising Officer and/or any Police Officer with regard to safety security or prevention of injury to persons or premises
- 4.3 All supervisory staff must be available for consultation with any Authorised Officer(s) by telephone during operational hours and to attend meetings with such Officers if required within 24 hours of an instruction to do so or if the Director so instructs on one hour's notice

4.4 The Contractor shall employ for the provision of the Services such Contractor's staff as are careful skilled honest and experienced in the work which they are to perform and the Contractor shall ensure that all such Contractor's staff are trained in accordance with Section 5.4 of the Specification and shall further implement a scheme of training and instruction for all staff on all matters concerned with the Services The Contractor shall supply the Supervising Officer with details of such training scheme if required For the avoidance of doubt the Contractor shall be required to ensure that all his staff attend courses and obtain their NVQ in Parking Control Level 2 within 12 months of the commencement of the Services or the individual's appointment at the Contractor's sole expense and without diminution of the Minimum Daily Requirement

4.5 The Contractor shall employ sufficient staff to ensure that the Services are provided at all times and in all respects to the standards set out in the Specification hereto and in compliance with the Minimum Daily Requirement and Average Daily Requirement and it shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to provide the Services to such standards during staff holidays training or absence through sickness or otherwise

4.6 In addition to the training scheme referred to in Clause 4.4 herein the Contractor shall ensure that every person employed by them for the provision of the Services is at all times properly and sufficiently trained skilled and instructed with regards to:-

4.6.1 the specific task which that person has to perform including the use of the Digital Cameras Hand Held computers and other appropriate computers or equipment;

4.6.2 any relevant provisions of this Contract;

4.6.3 all relevant rules procedures and statutory requirements concerning health and safety at work

4.7 All staff employed by the Contractor must be capable of accepting instructions given to them and of fully communicating in the English language with members of the Public

4.8 The Contractor shall be entirely responsible for the employment and conditions of service of their own employees including but without limiting such obligation the obtaining of any necessary Work Permits for their employees and the payment of their wages

4.9 Notwithstanding the provisions of sub-clause 4.8 above the Contractor and employees shall comply with any additional employment requirements of the Corporation or if appropriate the TCFL

4.10 The Director reserves the right to require the Contractor to remove staff from this Contract in accordance with the provision of clauses 6.5.2 and 6.5.3 of the Specification and to replace them with suitably qualified replacement staff within a reasonable time An instructions to remove and replace staff shall not be a circumstance giving rise to a waiver of Liquidated and Ascertained Damages or default points

4.11 Notwithstanding any other term or condition hereof it is hereby expressly forbidden for the Contractor to introduce or provide any incentive scheme for his staff involved in this Contract that is in any way related to the direct issue of PCNs or the PCNAL

#### Management and Financial Information and Operating Records

5.1 THE Contractor will undertake to maintain such Management and Financial Information and Operating Record Requirements as are set out in Appendix 12 to the Specification together with staff time recording information and such other records as the Supervising Officer may from time to time require

5.2 The Contractor' staff will be required to record their presence in a manner approved by the Supervising Officer

#### Identity of Contractor's Staff

6.1 The Contractor will undertake to inform the Supervising Officer as to the identity of every member of the Contractor's staff engaged for this Contract and every such member shall carry and produce upon request such forms of photographic identification card as shall be issued to them by the Contractor and shall at all times ensure that their allocated identification number is fully visible in compliance with the Specification hereto

6.2 When requested to do so or when communicating with other persons as a representative of the Contractor all persons employed by the Contractor in the performance of the Services shall disclose their identity and shall not attempt to avoid so doing

6.3 All members of the Contractor's staff shall wear their uniform at all times whilst on duty and in full compliance with the Specification Under no circumstances shall the uniforms be worn when not on duty

**Savings or Increases in Costs**

7. IT IS AGREED between the parties hereto as follows:-

7.1 That should during the Operational Period and any agreed extension thereto any Statute Statutory Instrument Byelaw Health and Safety requirement or other mandatory requirement come into force or effect which directly causes either increase or decrease in the costs of either party in performing their obligations imposed on them by the Agreement either party shall upon giving not less than three months notice to the other in writing increase or decrease the rates as set out in the Specification hereto by a reasonable amount or percentage as may be agreed by the Director and failing agreement between the parties the increase or decrease shall be referred to adjudication under the provisions of Clause 15 hereof

7.2 In the event that any changes in operational enforcement procedures or practices or any substantial changes in levels of parking enforcement are brought about by any legislative or regulatory changes in accordance with Clause 24 hereof and Clause 3.2 and 3.6 of the Specification the parties agree to negotiate any variation to the pricing schedule and the level of PCNs in accordance with the provisions hereof

### Payment and Annual Price Revision

8. In consideration of the performance of the Services and of the various obligations set out herein the Corporation shall pay to the Contractor four weekly in arrears:-

- 8.1 sums calculated upon the Contractor's tender for general items
- 8.2 sums calculated in accordance with the Pricing Schedule for the payment of Costs of staff employed including overheads and profits
- 8.3 sums calculated to be added or deducted in respect of Key Performance Indicators in accordance with Clause 4 of the Specification and the Pricing Schedule set out in the Contractor Tender
- 8.4 sums in respect of the provisional items for special events or enforcement action outside normal enforcement times subject to the need for such working having been previously agreed with the Supervising Officer Such sums shall be in accordance with the rates contained in the Pricing Schedule to the Specification or as may be current at the date of execution of the Services
- 8.5 Any correctly charged VAT at rates current at the date of supply of the Services
- 8.6 The Contractor shall at the end of each four week period that this Agreement subsists submit an invoice to the Supervising Officer separately identifying the cost of Services carried out under Clauses 8.1 8.2 8.3 and 8.4 together with a Value Added Tax invoice for sums due under Clause 8.5

The Corporation shall pay the sum or sums due in respect of such invoices within 28 days of receipt SUBJECT TO any deductions made in accordance with the terms of this Agreement



8.7.1 Increases in appropriate rates passing under this Agreement shall until this Agreement be varied or determined be ascertained by negotiations between the parties hereto on an annual basis

8.7.1.1 The Contractor shall provide evidence of their increased costs relating to such rates before any increase may be agreed based upon evidence of pay for similar contracts in surrounding London Boroughs

8.7.2 The Contractor shall not less than three months before any anniversary of this Agreement submit to the Corporation a written estimate of the anticipated rates to be incorporated into the Agreement for the second or subsequent years hereof

8.7.3 In the event of the parties to this Agreement failing to agree upon any revision to the rates payable hereunder by any anniversary of this Agreement then it is hereby agreed that for the period of negotiations the sums payable for the equivalent period of the preceding year shall be paid in respect of any period of continued negotiations which extend beyond such anniversary subject to a maximum continuation period of three months at which time either party hereto may seek adjudication in accordance with Clause 15 hereof

8.7.4 In the event of either party being dissatisfied with the result of such adjudication that party shall be entitled to give not less than six months notice to determine this Agreement. In the event of such notice being given the rates payable in accordance with the adjudication award shall be paid for the period of post anniversary negotiations and the notice period

**Term and Determination at Will**

9.1 It is agreed that the Agreement will extend (subject to earlier determination as herein provided) for the Operational Period of 5 years from the Commencement Date but may be extended by the agreement of both parties for

periods of 6 months (or such other period as may be agreed) at a time on identical terms hereto at such sum or sums as may be agreed for such extensions

9.2 The Corporation may determine this Agreement at any time upon giving six months notice in writing to expire at any time

9.3 The Contractor may determine this Agreement upon 6 months notice but in such event shall within 28 days of an invoice from the Corporation pay the Corporation's reasonable costs arising directly from such determination of this Agreement including (but not limited to) costs of re-tendering and additional costs arising from the employment of others (including payments at enhanced rates if necessary) to execute the Services until a replacement Contractor shall be appointed to execute the Services

9.4 The Parties hereby agree that in the event of early determination of this Agreement for whatever reason the Contractor will if required:-

9.4.1 sell to the Corporation all Digital Cameras Hand Held Computers and printers and accessories required in the provision of the Services together with the Radio Equipment System in full working order for the Purchase Price uniformly depreciated on a monthly basis calculated over the full five year term of the Contract term (or date of purchase whichever shall be the shorter period) or

9.4.2 assign any lease of such Digital Cameras Hand Held computers printers and accessories Radio Equipment Systems to the Corporation (or any replacement Contractor appointed by them) for the balance of the term remaining

9.4.3 in the event that the Contractor has used leased or rented the Corporation's existing Digital Cameras Hand Held computers printers and accessories Radio Equipment Systems title and property in these shall remain with the Corporation at all times and these shall be returned to the Corporation without charge

9.5 Notwithstanding any other term of conditions herein contained title and property in all such Digital Cameras Hand Held computers printers accessories

Radio Equipment shall on expiry of the Contract due to effluxion of time pass to the Corporation in all respects at no further or additional cost to the Corporation

Accommodation and Operational Base

10.1 The Contractor will provide accommodation within the City for the purposes of carrying out their obligations under this Agreement including wash rooms and toilet facilities together with work space and accommodation for the Operations Manager and Contractor's staff employed for the time being in the execution of the Services

10.2 The Contractor shall if requested to do so by the Corporation provide a secure room together with the appropriate number of staff for the purposes of CCTV Monitoring of Bus Lane regulation infringement in accordance with the Specification or if so instructed to allow the use of such room for the Corporation's supervisory staff

11. Variation in Service Requirements and Contractor's Staff Levels and Service Monitoring

11.1 The Supervising Officer may instruct the Contractor to vary the Services to be provided under this Agreement by giving notice to the Contractor in accordance with the provisions of the Specification Such instruction may require the Contractor:-

11.1.1 to perform the Services or any part thereof in such manner as the Supervising Officer may reasonably determine;

11.1.2 to perform such additional services outside the scope of the Services as the Supervising Officer may reasonably require provided that such additional services shall be the same as or similar to the Services under this Agreement;

11.1.3 to vary any Programme and to perform the Services in accordance with any such Programme as so reasonably varied and the Contractor shall forthwith carry out all such instructions;

11.2 In the event of such a variation the consideration payable from the next invoice following such variation shall be adjusted pro-rata in accordance with the costs set out in the Pricing Schedules and Schedule of Rates

11.3 If at any time the Contractor submit a successful quotation or tender in respect of further services then the terms of this Agreement shall apply in all respects to such further services which shall be incorporated into this Agreement by an addition to the Specification and the signatures of the parties hereto shall be made against any such amendment to the Specification

11.4 If at any time the Corporation wish to determine this Agreement in respect of part of the Services then such part of the Services shall be deleted from the Specification without prejudice to the continuance of the Contractor' obligations relating to the balance of the Services

11.5 The Supervising Officer will in addition to the provisions of Table 1 in Clause 4 of the Specification have discretion:-

11.5.1 to increase the Minimum Daily Requirement with reference to any changes whatsoever in the Services upon giving not less than eight week's notice to the Contractor of such variation and negotiate a variation in the Average Daily Requirement as appropriate.

11.5.2 upon giving eight weeks notice to require any reasonable reductions in the Minimum Daily Requirement

11.5.3 to demand the immediate removal of any particular employee or employees from the Corporation's Contract provided that such demands shall be reasonable In such event the Contractor shall replace such employee or employees with persons of suitable skill and qualifications as soon as reasonably practicable at no additional cost or charge to the Corporation but the Corporation will continue to pay for the number of employed staff as set out in the Pricing Schedule

11.6 The Corporation reserves the right to monitor the performance of the Services by whatsoever means it thinks fit including (without prejudice to the generality of the foregoing):

11.6.1 accompanying any Contractor's staff Parking Attendant or On Board Parking Attendant and the Enforcement Vehicle whilst the Services are being performed

11.6.2 photographing or otherwise recording any situation or Road Traffic Act Infringement and the method and standard of the Services provided

11.6.3 testing the performance of the Services

11.6.4 testing the performance and use of any equipment provided for the execution of the Services

11.7 In the case of an emergency the Supervising Officer may give instructions to the Contractor to second any employee or sub-contractor (with or without vehicles) to assist in carrying out any functions of a similar nature to the Services herein required

11.8 In the event that the Contractor wishes to bring in additional labour to meet his obligations hereunder such labour will be entirely at the Contractor's cost and shall not be recharged to the Corporation save where the Director requests additional services to be provided and such services are agreed in writing in advance by the Director

#### Indemnities

12.1 The Contractor shall not be liable for loss or damage if caused by any act of Government industrial dispute lock-out (other than those involving the Contractor own employees or persons under his direct control) flood storm tempest riot civil commotion nuclear irradiation enemy action (whether or not a formal declaration of war has been made given or received) malicious damage fire explosion or theft (other than that caused by the Contractor or its employees agents or subContractor) or Act of God

12.2 Subject to the provisions of sub-clause 12.1 hereof the Contractor shall be liable for and hereby indemnify the Corporation their employees agents or sub-Contractor against:-

12.2.1 any expense liability loss claim or proceedings whatsoever arising under statute or at common law in respect of personal injury to or the death of any person whomsoever;

12.2.2 any expense liability loss claim or proceedings whatsoever in relation to damage loss or injury to any property real or personal

insofar as such injury loss or damage arises out of or in the course of the carrying out of the Services or in the carrying out of this Agreement and provided always that the same is due to any negligence omission or default of the Contractor their servants agents or subContractor including any wilful destruction loss or damage caused by or as a consequence of any wrongful or deliberate act or omission of the above whether acting within or outside the terms of this Agreement or the terms of any contract of employment or engagement made between them and the Contractor.

12.3 The Corporation shall in no circumstances be liable to the Contractor for any loss of profit or business or for any similar loss or damage whether direct indirect or consequential

12.4 In the event of the Contractor providing or using any vehicles or Equipment not provided by the Corporation then and in such event:-

12.4.1 The Contractor shall be liable in all respects for any loss damage costs or expenses whatsoever whether or not involving personal injury or death caused by or arising from the use of such vehicle or Equipment

12.4.2 The Contractor shall ensure that the said vehicle or Equipment fully complies with all statutory requirements and is of a standard which enables the Contractor to comply with their obligations as to Health and Safety Road Traffic Act or other legislation pursuant to this Agreement

12.4.3 The Director may in his absolute discretion refuse to allow or permit the use of such vehicle or Equipment on the grounds of external appearance or otherwise Acquiescence in the use of such vehicle or Equipment by the Director shall not operate to relieve the Contractor of their obligations under this Clause 12.4 or generally under this Agreement or pertinent legislation

Assignment or Sub-letting

13.1 The Corporation shall be entitled to assign the benefit of this Agreement or any part thereof to a statutory or other public body and shall give written notice of any assignment to the Contractor

13.2 The Contractor shall in no circumstance assign or sublet or purport to assign or sublet any part of this Agreement (including any assignment as a result of internal reorganisation of the Company) without the prior written consent of the Corporation Any such request for consent must be given at least one month in advance

Insurances

14.1 Before entering into this Agreement but without limitation to their obligations and responsibilities hereunder the Contractor will effect the insurances set out in the Schedule 1 hereto to the satisfaction of the Chamberlain of London (hereinafter referred to as "the Chamberlain") and will produce to the Chamberlain the policies of insurance so effected at such times as the Chamberlain shall reasonably require The Contractor will also produce to the Chamberlain as and when required by him the current premium renewal receipts relative to the policies of insurance aforesaid

14.2 The Chamberlain shall be entitled to notify the Contractor in writing that in his opinion any such policy of insurance does not effect sufficient cover to comply with the Conditions and to require the Contractor to effect such insurance as will so comply Upon receipt of such notice the Contractor shall forthwith procure and effect such insurance as the Chamberlain shall require and in default the Chamberlain may himself cause such insurance to be effected whereupon the Contractor shall pay to the Corporation as a debt due such sum as the Chamberlain shall certify as being the cost to the Corporation of effecting such insurance

14.3 The Contractor shall insure against the unauthorised and/or accidental damage to the property of third parties and shall further indemnify the Corporation against any claim or demand so arising

**Disputes and Adjudication**

15. Save for any matter reserved to be at the discretion of the Supervising Officer or the Director any dispute between the Corporation and the Contractor under or arising out of this Agreement which cannot be resolved between the parties whether by dispute escalation procedures set out in Clause 4.5 of the Specification or otherwise shall be referred to adjudication in an appropriate form and forum to be agreed upon by the parties hereto

**Anti Corruption**

16. The Contractor shall comply with the following Standing Order of the Corporation

- "(i) Any person or body engaged or appointed by the Corporation either to provide services or execute works or supply goods or materials of any kind or nature whatsoever or who hires or uses any Corporation property who shall give offer or allow any gratuity gift or benefit of any kind to any person in the Corporation's employ (whether under a contract of or for services) shall not be engaged or appointed by the Corporation in respect of any further such provision execution or supply nor permitted any further hire or use
- (ii) The provisions of paragraph (i) shall apply whether or not the giving offer or allowance was (a) made by an employee agent or sub-contractor of the person or body and (b) authorised by the person or body
- (iii) Persons and bodies to whom paragraph (i) applies shall have their attention drawn to the provisions of the Public Bodies (Corrupt Practices) Act 1889 and the Prevention of Corruption Acts 1906 and 1916 (and any other statutory amendment or re-enactment thereof for the time being in force) and the National Code of Local Government Conduct (as amended from time to time)
- (iv) A copy of this Standing Order shall be inserted in every contract or agreement referred to in (i) above"



**Minimum Daily Requirements for Contractor's Staff Key Performance Indicators**

**Defaults & Damages Performance Pay Deductions and PCN**

**Achievement Levels**

17.1 The Contractor shall without prejudice to any other term or condition of this Agreement provide the Minimum Daily Requirement and Average Daily Requirement.

17.2 The Contractor hereby acknowledge that the Minimum Daily Requirement is the minimum number of Contractor's staff of specified grades and categories required on any shift to perform the tasks scheduled for that shift to the standards specified taking into account such contingency arrangements as may be agreed in writing by the Supervising Officer. The Minimum Daily Requirement shall remain in force throughout the Contract unless varied and confirmed in writing by the Supervising Officer.

17.2.1 Any daily Staff attendance and time recording records that are incomplete shall be treated by the Director as a complete day's absence by the member of Staff.

17.2.2 The cost of providing additional labour resources to achieve either the Average or the Minimum Daily Requirement on any shift will not be chargeable to the Corporation. Such costs (or prospective or projected costs) are agreed as being included in the sum or sums set out in the Tender forming part of the Specification hereto.

17.2.3 Failure to meet these Minimum or Average Daily Requirements may affect the Contractor's ability to meet his Key Performance Indicators which may affect the levels of Performance Pay in accordance with Clause 4 of the Specification.

17.3 The Corporation shall be entitled to carry out such inspections, tests or spot checks in accordance with Clause 11.6.1 hereof and shall in the event of discovery of any breach impose default points and appropriate deductions calculated in accordance with Clause 4.2.1 and Appendix 10 of the Specification.

17.4 Default points shall be calculated upon a cumulative default points system, the number of default points for each specified breach and/or additional default

points to be imposed in the event of further failure or delay being set out against each respective part or portion of the Services as are defined in Appendix 10 to the Specification

17.5 In the event of the total of default points exceeding the permitted maximum set out in Appendix 10 and the formula set out in Clause 4.2 of the said Specification or if the Contractor's performance measured against the Key Performance Indicators falls below the requirements set out in Clause 4.1.8 and Appendix 16 of the Specification then the Corporation shall (without prejudice to any other contractual or equitable right it may possess either under the terms and conditions of this Agreement or otherwise) be entitled to make such cash deductions as are set out therein from the next or subsequent account due to the Contractor upon the basis and formula set out in Appendix 10 and Clause 4.2 and Clause 4.1 of the said Specification

17.6 In the event of the number of default points exceeding the maxima permitted default points set out in Clause 4.2 and Appendix 10 to the Specification the Corporation shall be entitled to deduct such sums calculated as above and shall if the Permitted maxima are exceeded in three 4 week periods further be entitled to determine this Agreement under the provisions of Clauses 9 and 18 hereof at its absolute discretion

17.7 In the event that the PCN issue rate falls below the specified number then the Director may (subject to review in accordance with clause 17.10 below) for every PCN below the specified number as more particularly set out in Clause 4.3.1 of the Specification and in accordance with Specification Option 2 Clause 4 deduct a performance payment

17.8 Liquidated and Ascertained Damages in respect of any failure to issue PCNs to meet the PCNAL rate will be separate to and outside the scope of the Default Point System

17.9 Notwithstanding the provisions of clause 17.8 above and without prejudice to its rights under clause 18 hereof the Corporation reserves the right to determine the Contractor's appointment upon six months notice in the event that ticket issue consistently falls below specified PCNAL

17.10 The Corporation reserves the right to adjust the number or value of the Key Performance Indicators referred to in Appendix 16 and Clause 4.1 of the Specification or of the defaults or damages issued under the provisions of clauses 17.1 to 17.7 hereof by agreement with the Contractor

Failure to Perform and Determination for Breach

18.1 If the Contractor for whatever reason fails to provide or perform the Services in whole or in part completely in accordance with the terms of this Agreement then without prejudice to any other remedy contained herein the Corporation may by its own or other operatives provide and perform such Services or part thereof in respect of which the Contractor has made default. All costs and charges incurred by the Corporation in so doing shall be paid by the Contractor to the Corporation on demand or may be deducted by the Corporation from any monies due or which may become due to the Contractor under this or any other contract or recover the same as a debt due

18.2 In the event of the following occurrences or any of them:

18.2.1 if the Contractor shall refuse or neglect to execute the Services or any part thereof in accordance with the provisions of this Agreement or shall commit any breach of any undertaking or obligations imposed upon him by this Agreement or shall refuse to or neglect to comply with any instructions given to him by the Supervising Officer

18.2.2 if at any time Performance of any part of the Services shall appear to the Supervising Officer to be unnecessarily delayed and such delays and the cause thereof shall not be made good or removed forthwith after instructions requiring the same shall be given to the Contractor by the Supervising Officer

18.2.3 in the event of the Contractor exceeding 1000 default points per 4 week period for three consecutive periods or consistent failure to meet the Key Performance Indicators referred to in Appendix 16 set out in the Specification hereto

18.2.4 if the Contractor become bankrupt or make a composition or arrangement with their creditors or have a proposal in respect of their company for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or have an application made under the Insolvency Act 1986 in respect of their company to the court for the appointment of an administrator or have a winding up order made or (except for the purposes or amalgamation or reconstruction on terms acceptable to the Corporation) a resolution for voluntary winding up passed or have a provisional liquidator receiver or manager of their business or undertaking duly appointed or have an administrative receiver as defined in the Insolvency Act 1986 appointed or have possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge of any property comprised in or subject to the floating charge or in the event of any substantial change in legal status or circumstances occurring which shall materially affect the contractual relationship between the parties or the rights of either party to sue or otherwise recover monies due or enforce any other right arising hereunder which shall not be mutually agreed between the parties

Then and in any such event the Corporation may forthwith determine the employment of the Contractor under this Agreement by Notice in writing under the hand of the Comptroller and City Solicitor Such notice shall take effect immediately

18.3 The Contractor undertakes to provide such reasonable training and equipment familiarisation of the Corporation's staff or that of a replacement contractor to a level deemed necessary by the Supervising Officer in accordance with the Specification or otherwise for the smooth and efficient take-over of the Services on the determination of this Agreement or any extension thereto

### Suspension

19.1 In the event of breach or delay the Corporation may elect in lieu of determination under Clause 18 to suspend this Agreement until such time as the Contractor is once again in a position to recommence their duties

19.2 In the event of suspension the Corporation shall be permitted to allow its own employees or any other contractor to carry out the Services and in the event of re-engagement the Contractor agree to adopt the Services carried out by such employees or contractor

19.3 Any additional expense incurred by permitting the Corporation's own employees or another contractor to undertake the Services shall be chargeable to the Contractor and may be deducted from any sums outstanding or to become outstanding under this or any other agreement between the parties

### Tax and National Insurance

20. The Contractor shall produce to the Corporation such evidence as the Corporation shall deem necessary to satisfy the Corporation that the Contractor are entitled to be paid gross of Income Tax and National Insurance at any time during the Contract Period Should the Contractor fail to produce the said documents or any of them the Corporation will deduct tax and National insurance from any payment due to the Contractor at such rates as are currently in force

20.1 The Contractor hereby indemnifies the Corporation against all claims and demands relating to unpaid or underpayments of income tax or National Insurance contributions or any other statutory tax imposition or levy whatsoever in respect of all categories of persons employed by the Contractor

### CCTV Monitoring

21. The Contractor is responsible for CCTV Monitoring of Traffic Parking Regulation infringement by routine reviewing of CCTV cameras and for directing Motorcycle Parking Attendants to any parking problems that he is aware of as a result of such review

21.1 The Contractor should be aware that the CCTV system provided for use by the Radio Operator and Helpline Co-ordinator are dual

purpose cameras and the Police have the power to block use of any or all of the cameras at any time without providing prior notice and that priority for use of cameras will be given in the first instance to the Police and then to the London Ambulance Service and in some instances Transport for London. The Contractor must ensure that none of his staff attempt to interfere with the Police or other User override of any camera.

21.2 Under no circumstances shall any of the camera images be recorded or downloaded in any shape or form by the Contractor. The Contractor is specifically excluded from watching any incident in progress or any Police or emergency services in action, or any non-traffic/parking related incident or area.

21.3 In the event that such an event occurs in the area that the Radio Operator is monitoring the Radio Operator should take any appropriate action, e.g. if a crime or road traffic accident is witnessed the emergency services should be contacted to respond to the incident etc., and then switch to a different camera and continue monitoring elsewhere.

21.4 The Radio Operator must always move the cameras with due regard for the privacy of the individual and must ensure that as cameras are panned, zoomed and tilted that they do not pause on any field of view other than the carriageway and adjacent footways.

21.5 The Contractor should note that breach of the above requirements will lead to some form of disciplinary action either towards the individual concerned or the Contractor. Such disciplinary action may result in one or a number of the following measures:

- ❖ the removal of the individual concerned and possible criminal sanctions
- ❖ a three increment reduction in the Performance Payment
- ❖ the issue of default points

- ❖ the suspension of the Contractor and the termination of this Agreement

#### Data Protection

- 22.1 The Contractor and the Corporation shall divulge confidential information only to those employees who are directly involved in the Services and shall ensure that such employees are aware of and comply with these obligations as to confidentiality
- 22.2 The Corporation is registered to process personal data under the Data Protection Act 1998. The Contractor acknowledges this and will if processing such personal data comply in all respects with the Data Protection Act 1998 and do nothing to cause the Corporation to fail in its obligations under the same
- 22.3 The Contractor will where appropriate only process personal data in accordance with the applicable data protection laws in the UK and the terms of the Agreement and for the purposes of performing its obligations and/or exercising its rights under the Agreement
- 22.4 The Contractor further warrants that it has in place and undertakes to maintain throughout the term of the Agreement appropriate technical and organisational measures against the accidental unauthorised or unlawful processing destruction loss damage or disclosure of personal data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to the personal data or to any equipment used to process personal data
- 22.5 The provisions of this clause shall continue in perpetuity
- 22.6 The Contractor shall ensure that its sub-Contractor are bound by the requirements of this clause

#### Finds of Value

- 22. All monies or other items of value found by the Contractor's employees agents or permitted sub-Contractor shall be handed to the Supervising Officer as soon as possible and a written receipt obtained therefor

Variations to terms of Agreement

24.1 The parties acknowledge that there may be a number of changes to regulations and legislation affecting parking in London and the parties agree to work together to incorporate any changes required thereunder into the Contract in accordance with the terms hereof including the introduction of any additional reporting procedures and the operation of any experimental enforcement methods or techniques

24.2 Save as to any instructions given to the Contractor pursuant to any Condition of this Agreement or pursuant to the Supervising Officers power to instruct variations or to give operational orders either under the Agreement or the Specification hereto no omission or addition to or variation of the terms of this Contract shall be valid or of any effect unless it is agreed in writing and signed by the Supervising Officer and by a duly authorised representative of the Contractor

24.3 Save for an omission addition or variation agreed pursuant to Clause 24.1 above any provision inconsistent with these Conditions or the Specification hereto contained in any other document or in any oral agreement is agreed to be void and of no effect

Agency

25.1 The Contractor are not and shall in no circumstances hold themselves out as being the agents of the Corporation

25.2 The Contractor are not and shall in no circumstances hold themselves out as being authorised to enter into any contract on behalf of the Corporation or in any other way to bind the Corporation to the performance variation release or discharge or any obligation

25.3 The Contractor has not and shall in no circumstances hold themselves out as having the power to make vary discharge or waive any statute byelaw or regulation of any kind

25.4 The employees of the Contractor are not and shall not hold themselves out to be and shall not be held out by the Contractor as being Corporation employees or agents for any purposes whatsoever



25.5 The employees of the Contractor are not and shall not hold themselves out to be and shall not be held out by the Contractor as being Traffic Wardens or otherwise connected with or agents of the City of London Police or other Police Force

Engagement of staff

26. In the event of early determination of the Contract in accordance with the Conditions the Corporation shall be entitled at its discretion to offer employment to any person employed by the Contractor in the performance or supervision of the Services and in the event of such person accepting employment with the Corporation the Contractor shall forthwith release such person from all contracts of service without any payment being made to the Contractor by either the Corporation or the Employee

Prohibitions

27. The Contractor shall not whether by themselves or by any person employed by them to perform the Services solicit any gratuity or tip or any other form of money taking or reward collection inducement or charge for or in connection with any of the Services other than bona fide charges approved by the Corporation or authorised by statute if any

Digital Cameras and Ancillary Equipment Hand Held Computers Clothing and Radios

28.1 In the provision of the Services the Contractor shall supply at their own cost and expense all equipment Digital Cameras Download PCs and ancillary equipment Hand Held computers and printers Radio Equipment Systems and other items required for the due and satisfactory provision of the Services (which for the avoidance of doubt must be Year 2000 compliant) in accordance with the provisions of Clause 5 of the Specification

28.2 Without prejudice to the generality of the foregoing the Contractor shall be responsible for the provision of all items of uniforms and protective clothing for the use of their workforce in compliance with the Specification and any statutory requirement and to the satisfaction of the Supervising Officer

28.3 The Contractor shall ensure that all uniforms protective or other clothing is kept in a clean presentable and serviceable condition and shall replace the same at regular intervals to ensure that an acceptable standard of appearance is maintained at all times

28.4 The Contractor shall obtain at their expense any and all requisite licence or licenses as may be required to operate the radio system required by the Specification At the end or sooner determination of this Agreement the Contractor shall transfer such licence or licenses to the Corporation or to such other party as the Corporation shall require at no further charge to the Corporation or such other party

28.5 The Corporation may agree to allow the incoming Contractor use of its Hand Held Computers printers and accessories and/or its Radio Equipment Systems until December 2003 whilst the Contractor equipment is on order The Contractor shall be responsible for such equipment at all time and shall be responsible for the maintenance and upkeep of the same whilst in his use and control

28.6 Notwithstanding the provisions of Clause 28.5 the Contractor shall provide his own Digital Cameras and ancillary equipment from the start of the Contract and Hand Held Computers printers and accessories and Radio Equipment Systems as soon as possible and in any event within the first contract year

#### Local Authority Duties

29 All Rights and duties which the Corporation has as a Local Authority or which the Corporation's Officers have as Local Authority Officers are expressly reserved to the Corporation

#### Costs

30. Each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender documents and any Contract documents arising therefrom

#### Advertising

31. The Contractor will undertake not to advertise its presence at the Accommodation or the provision by them of the Services nor to discuss the affairs

of the Corporation with press or broadcasting media without the prior consent in writing of the Director

Conflict in Terms

32.1 In the event of any conflict between the Terms and Conditions of this Agreement and the Specification touching upon or concerning the legal liabilities of either party hereto then and in such event the Terms and Conditions of this Agreement shall prevail

32.2 In the event of such conflict arising out of or concerning the nature extent or definition of any operational duty then and in such event the Specification shall prevail

Audit

33. All payments however occasioned by the Corporation to the Contractor under this Agreement shall be subject to audit by the Chamberlain for which purpose the Contractor shall supply or permit access to such documents however stored or premises as the Chamberlain may reasonably require

Defects in Corporation Property

34. If during the term of this Agreement the Contractor or its employees agents or sub-Contractor discover any fault defect or other malfunction in any premises or other plant or machinery or equipment provided by the Corporation for the Contractor's use the Contractor shall notify the Supervising Officer forthwith The Supervising Officer shall in the event that at the time of discovery such fault defect or malfunction remains covered by a manufacturers guarantee or is within the defect liability period of any Contract made between the Corporation and any Third Party use his best endeavours to cause the said defects to be remedied by the manufacturers or the Third Party as appropriate

Copyright

35. Copyright in the documents comprising this Agreement shall vest in the Corporation but the Contractor may obtain or make at its own expense any further copies required solely for use by them in performing the Services

Time

36. Any reference to time in the Specification hereto shall be construed during the period of summer time to be British Summer Time and otherwise to be Greenwich Mean Time

Law

37 This Agreement shall be governed by and construed in accordance with English Law

Interpretation

38. A reference to any Act of Parliament or to any Order Regulation Statutory Instrument EC Directive or the like shall include a reference to any modification amendment or re-enactment of the same

Gender

39. Words importing the masculine gender include the feminine gender; words in the singular include the plural and vice versa

Headings

40. Clause headings are for information only and shall not form part of this Agreement

Waiver

41. Failure by the Corporation at any time to enforce the provision of this Agreement or to require performance by the Contractor of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of the Corporation to enforce any provision in accordance with its terms

Severability

42. If any provision in this Agreement shall become void or voidable by the coming into force of any statute or mandatory legislation or shall be declared by any court of competent jurisdiction invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect

### Confidentiality

43.1 The Contractor shall keep confidential all information which may be derived from or obtained under or in the course of this Agreement or which may come into the possession of the Contractor or any employees servants agents or sub-Contractor as a result of or in connection with this Agreement and shall not divulge the same to any third party including subsidiary companies without the prior written consent of the Director

43.2 The Contractor shall only divulge confidential information to those employees who are directly involved in the provision of the Services or in support thereof and shall ensure that such employees are aware of and comply with these obligations as to confidentiality

### Provision of Information regarding Staff (TUPE)

44.1 At any such time as the Corporation seeks or proposes to seek further tenders for the execution of the Services whether upon expiry of this Agreement by effluxion of time or otherwise and in the event of the Corporation believing at that time that the Transfer of Undertakings ( Protection of Employment) Regulations 1981 (S.I. 1981 No. 1794) and/or the EU Acquired Rights Directive 1987/77/EEC apply to this Agreement or to the staff providing the Services the Contractor shall if so requested in writing by the Director provide to the Director and to such other parties as the Director may require within seven days of such written request such information as the Director may require concerning the numbers of the Contractor's staff engaged in providing the Services and their terms and conditions of service In the event of any difference or disagreement between the Corporation and the Contractor as to the applicability of the said Regulations or Directive referred to in this clause the Corporation's decision shall be final and binding

44.2 The Corporation shall keep any information disclosed to it confidential and shall ensure that it complies with the relevant data protection legislation in respect thereof The Corporation shall not disclose any such information to any person other than to any persons who have indicated a firm intention to submit a tender to the Corporation to carry out the Services in the period after determination of this

Agreement whether by expiry of the Contract Period by effluxion of time or determination under Clauses 9 or 18 of this Agreement

44.2.1 Such information may include any or all of the following about all relevant staff:-

- ❖ Their current salary
- ❖ Their length of service
- ❖ Their hours of work
- ❖ Arrangements for overtime and whether this is contractual
- ❖ Any other factors that may affect redundancy entitlement
- ❖ Any outstanding industrial injury or other claims
- ❖ Whether their probationary period is current
- ❖ Retirement age
- ❖ Period of notice to be given in the event of termination of employment
- ❖ Current pay agreement and any agreed settlement yet to come into effect
- ❖ Age
- ❖ Sex
- ❖ Annual leave entitlement
- ❖ Sick leave entitlement
- ❖ Maternity/paternity leave arrangements
- ❖ Special leave entitlement
- ❖ Arrangements for season ticket loans and provision of car, if applicable
- ❖ Pension Arrangements
- ❖ Location and any contractual provisions relating to location
- ❖ Nature of job
- ❖ Percentage of time spent on contract

If the Contractor fails to provide this information the Contractor may not be permitted to tender for the subsequent contract. The Contractor shall warrant the accuracy and completeness of this information.

44.2.2 The Contractor shall advise the Corporation immediately of any changes to these details between the date on which they are provided and the Contract expiry date and shall ensure that the information disclosed is accurate and up to date as at the expiry date and that all known existing liabilities relating to such Staff have been discharged

44.2.3 The Contractor shall indemnify the Corporation against:-

44.2.3.1 All claims costs damages compensation and other liabilities resulting from any failure on the part of the Contractor to fulfil its obligations relating:-

44.2.3.1.1 To the provision of full up to date and accurate information to the Contractor's employees or their representatives

44.2.3.1.2 To the consultation with such employees or their representatives

44.3 The Contractor shall in addition to any other liability or obligation set out herein indemnify the Corporation its employees agents or sub-Contractor against any cost liability or loss which shall arise from any action of any person transferring from employment of any former Contractor to the employment of the Contractor under the provisions of the aforesaid TUPE Regulations

#### Notices

45.1 Any demand notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by pre-paid first class recorded delivery post or by document exchange or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall subject to proof to the contrary be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be

45.2 Notwithstanding the provisions set out above any notice served by facsimile transmission shall be confirmed by Recorded Delivery post within two working days of the date of transmission

### Force Majeure

46.1 Neither party shall be liable to the other in respect of loss damage or delay if the cause of such loss etc shall arise from any act of government or other competent authority flood storm tempest or other freak of nature riot civil war or commotion action of hostile foreign state (whether or not a formal declaration of war has been made given or received) fire explosion malicious damage (other than arising from the acts of defaults of the party claiming relief or their employees servants agents sub-Contractor or other persons over whom such party has direct or contractual control) act of God or other force majeure occurrence which could not have been avoided or mitigated by the application of due diligence or foresight

46.2 For the avoidance of doubt it is hereby expressly agreed between the parties that industrial relations difficulties and failure to provide adequate premises equipment materials consumables and/or staff of similar matters which a prudent and diligent Contractor/Company/Managing Agent etc could have avoided with the application of foresight are not to be considered as events of force majeure under the preceding sub-clause

### Best Value

47. The Contractor acknowledges that pursuant to Section 3 of the Local Government Act 1999 the Corporation is a "Best Value Authority" and is accordingly under an obligation to secure "Best Value" for the benefit (inter alia) of persons/organisations to whom it provides services. The obligation includes a requirement for the Corporation to see continuous improvement in the way in which its functions are exercised having regard to a combination of economy efficiency and effectiveness. During the life of this Agreement it is anticipated that the Corporation will be obliged to consult with various third parties to determine whether it is achieving "Best Value" in relation to the Services. To assist the Corporation the Contractor shall (as part of the Services) :-

47.1 Annually in advance of the annual reconciliation and payment review referred to at Clause 8 undertake in good faith a critical



review of the Works and prepare for the consideration of the Director

- 47.1.1 a written report detailing the Contractor's perception of the success with which the Services are delivered and addressing in particular any areas of the Services which were regarded as having been particularly successful or have been raised as matters of concern during the preceding year together with an analysis of the Contractor's view of the reason for such successes or matters of concern together with a comparison of the Services against similar services performed by the Contractor elsewhere and
- 47.1.2 providing for discussion with the Corporation (but with no obligation on the Corporation to accept) suggestions for the purpose of improving wherever possible the delivery of the Services in a manner consistent with the Corporation's desire for continuous improvement and

- 47.2 Attend such meeting(s) as may be called from time to time by the Project Manager to discuss the outcome of any consultations the Corporation may hold with third parties and the potential implications thereof for the Works

48. Lost / Found Property

All articles of lost property which may at any time be found in the performance of the Services carried out under these Conditions shall be delivered to the City of London Police and the Contractor shall as soon as his staff shall have discovered any of such items take proper precautions to prevent the same being injured or stolen or removed and shall forthwith hand them to or otherwise deal with them as the City of London Police may direct

THIRD PARTY RIGHTS ACT

49. Notwithstanding any other provision herein contained nothing in this Contract confers or purports to confer any rights to enforce any of its terms

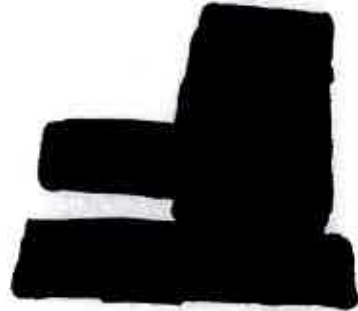
pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto

IN WITNESS whereof this Deed has been prepared in two parts and one part executed by each of the parties hereto and exchanged the day and year first before written

EXECUTED and DELIVERED as a DEED  
by VINCI PARK SERVICES UK  
LIMITED by means of these signatures:-

Director

Director/~~Company Secretary~~

A large black rectangular redaction covers the signature area, obscuring the names and signatures of the Director and the Director/Company Secretary.

**SCHEDULE 1**

**SCHEDULE OF INSURANCE**

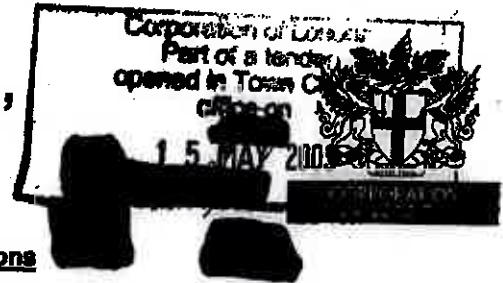
- 1/ Employers Liability - £10,000,000
- 2/ Public Liability - minimum £5 million for any one  
(including damage to property) occurrence
- 3/ Road Traffic Act Insurance (Third party) for any vehicle or other Transport used in conjunction with or as part of the Services
- 4/ Contents Insurance - To cover Digital Cameras Hand Held computers and accessories uniforms Radio Equipment Systems and Contractor employees personal possessions and Corporation provided equipment and materials

**SCHEDULE 2**

BS1 Disc PD 2000 - 1 A definition of Year 2000 Conformity Requirements

Fixed Price

# FORM OF TENDER 'B'



Dear Sirs,

**Re: Re-Tender – On Street Parking Enforcement at Various Locations**

**At: Various Locations**

I/We having read the Conditions of Contract, Specification, and having examined any contract drawings referred to in such documentation "The Contract Documents" and having inspected and made all necessary enquiries regarding the Services or the site of the Services do hereby offer to execute and complete the whole of the Services described by or referred to in the foregoing documentation and drawings referred to for:

the fixed sum of NINE MILLION NINE HUNDRED AND FORTY SEVEN THOUSAND AND FORTY TWO POUNDS, TWENTY EIGHT PENCE [£9,947,042.28] excluding Value Added tax within 5 years in accordance with the Conditions of Contract from the date of the commencement of the Services.

I/We declare that the tender price or any other figures or other information in connection with the tender have not been disclosed by me/us to any other party (including any other company or part of a company forming part of a group of companies of which I/we are a part) nor to any sub-contractor (whether nominated or domestic) nor supplier (whether nominated or domestic) or any other person to whom such disclosure could have the effect of preventing or restricting full competition in this tendering exercise and that I/we have not otherwise colluded with any person with such intent nor have I/we any knowledge either of the sum quoted or of any other particulars of any other tender for this contract by any other party.

I/We further acknowledge that any breach of the foregoing provisions shall lead automatically to this tender being disqualified and may lead to criminal or civil proceedings.

The Corporation shall treat any tender received in confidence but reserves the right to make the same available to Trading Standards Departments, the Office of Fair Trading, and/or any other statutory regulatory authority either having jurisdiction over the Services or who may now or at any future time have statutory power to require disclosure of this tender.

I/We agree that should obvious errors in pricing or errors in arithmetic be discovered before the acceptance of this offer in the Contract Documents submitted by me/us, these errors shall be dealt with in accordance with alternative 2 contained in Section 6 of the NJCC Code of Procedure for Single Stage Selective Tendering 1996.

I/We further warrant that in the event of a Contract for the Services: -

I/We shall comply with any statutory provisions concerning equal opportunities for the time being in force and

I/We shall ensure compliance with all relevant areas of the Corporation's Equal Opportunities Policy and pay due regard and attention to the Corporation's core values and strategic aims (as set in the Corporation's Mission Statement, copies of which are available from the Town Clerk).

I/We shall ensure that our agent/and or sub contractors shall likewise comply with the foregoing provisions.

I/We further acknowledge that this tender is submitted at my/our own expense and that neither the lowest nor any tender will necessarily be accepted and that the Corporation shall not be obliged to disclose the reason for the non-acceptance of any such tender.

I/We undertake that in the event of acceptance by the Corporation of this tender I/we will execute a contract embodying or incorporating all the conditions and terms referred to in the Contract Documents above referred to and forming part of the Invitation to Tender.

I/We further acknowledge and confirm that this tender will remain open for acceptance without variation in either terms or price for a period of 13 weeks from the date upon which this tender was due.

SIGNED..... [Redacted] ..... DATED 12 MAY 2003.....

For and on behalf of..... VINCI PARK SERVICES UK LTD.....

Position or status within Company..... [Redacted].....

Address..... PORTSOCKEN HOUSE, 155-157, MARKIES, LONDON, EC3N 1LJ.....

This Tender is to be sealed in the envelope provided and delivered not later than **12 NOON ON Wednesday 14 May 2003.**

[Redacted Signature]

**PHILIP EVERETT  
DIRECTOR OF  
TECHNICAL SERVICES**

**Tenders not conforming strictly to the foregoing delivery requirements will be disqualified in accordance with the Corporation's Standing Orders and internal regulations.**

**It is suggested that tenderers make arrangements for tenders to be delivered at least one hour prior to the above time.**

**Tenderers are further reminded that any qualifications made by them to the terms forming part of this invitation to Tender may lead to their tenders being disqualified.**

Appendix 1 (as Amended)

PRICING SCHEDULE												
ITEM	DESCRIPTION	SECTION 3- STAFFING COSTS					Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL for 5 years
		Min DR	Daily Recruit	Employed	Annual Unit Cost	Annual Cost for Staff Employed						
2.1	Parking Attendants	17										
		17										
		18										
		18										
		19										
2.2	Senior Parking Attendants											
2.3	Team Leaders	3	4									
2.4	Rapid Responses (cyclists)	3	4									
2.5	Motor Cycle PAs	3	4									
2.6	On Board PAs	1	1									
2.7	Night Duty PAs	3	3									
2.8	Coach Park & Tower Hill PAs	2	2									
2.9	Coordinators	2	2									
2.10	Assistant Manager	3	3									
2.11	Contract manager	1	1									
2.12	Other staff (contractor to be)	1	1									
2.13		1										
2.14												
	Additional Staff Costs for Weekends											
	TOTAL STAFF COSTS FOR EACH YEAR											
	OVERHEADS AND PROFIT (% FOR EACH YEAR OF STAFF COSTS)											
	ANNUAL SUMS FOR OVERHEADS AND PROFIT											
	MAX PERFORMANCE PAYMENT (% between 2% and 10%)											
	ANNUAL SUMS FOR MAXIMUM PERFORMANCE PAYMENTS											
	TOTAL Carried forward to Summary											

**PHILIP EVERETT  
DIRECTOR OF  
TECHNICAL SERVICES**

Appendix 1A is (Amended)

<b>OTHER ITEMS</b>			
<b>SCHEDULE 1B</b>			
<b>GENERAL COSTS</b>			
1.1	INSURANCES		
1.2	OPERATIONAL BASE		
1.3	OTHER COST		
	TRAINING		
	IMPLEMENTATION & RECRUITMENT		
	EQUIPMENT & VEHICLES		
1.4	HAND HELDS		
1.5	MAINTAIN H.H.		
1.6	RADIO		
		SUB TOTAL	
1.7	MAINTAIN RADIOS		
1.8	DIGITAL CAMERAS		
1.9	UNIFORM		
1.10	4 WHEELED VEHICLES		
1.11	2 WHEELED VEHICLES		
1.12	BICYCLES		
1.13	DOCUMENTATION		
1.14	SPECIAL EVENTS		
		SUB TOTAL	
<b>SCHEDULE 2</b>			
	<b>COSTS FOR YEAR 1</b>		
2.1	MAINTAIN EXISTING EQUIPMENT (HH)		
2.2	MAINTAIN EXISTING RADIOS		
		SUB TOTAL	
<b>SUMMARY</b>			
1	GENERAL ITEMS	1 YEAR	
		5 YEARS	
2	GENERAL ITEMS (1ST YEAR ONLY)		
3	STAFFING	Option 2	
<b>TOTAL 5 YEAR COST</b>			

**PHILIP EVERETT**  
**DIRECTOR OF**  
**TECHNICAL SERVICES**

*File Copy*

**Department of Technical Services**

**Philip Everett** BSc, CEng, MICE, Director

Corporation of London  
PO Box 270, Guildhall  
London EC2P 2EJ  
Facsimile 020-7332 1963  
Nicholas.Holmes@corpoflondon.gov.uk

Direct Line

020 7332 [REDACTED]

Exchange 020 7606 3030

Ext [REDACTED]

Please ask for [REDACTED]

Our Reference

[REDACTED] /CON/ [REDACTED] /B1140/A

Your Reference

Date

28 April 2003

«Company»  
«Address 1»  
«Address 2»  
«Address 3»  
«Address 4»  
«Address 5»  
«Address 6»

**FAXED**

Dear Sirs

**Tender Circular 1**

**Re-Tender - On Street Parking Enforcement Contract at Various Locations**

Further to my Invitation to Tender dated 14 April 2003 and enclosures, in connection with the above.

A number of queries have been raised by Tenderers, upon the Tender Documentation and this Tender Circular is issued in order to clarify the Corporation's requirements:-

1. Question

Appendix 14 refers to the minimum requirement of one motorcycle PA, while Appendix 9 says that two motorcycle PA's will be needed. Could you please confirm our assumption that the minimum requirement is one?

Answer

Appendix 9 should read 1 (one) Motorcycle PA.

2. Question

To enable us to put a cost for the maintenance of the existing radio system, could you provide us with the make and model of the radios and if possible the contact details of the company that currently maintains them?

Answer

The current radios are Motorola (PW502C) and are maintained by "Sounds Good Radio".

/Contd.

[REDACTED]  
**PHILIP EVERETT**  
**DIRECTOR OF**  
**TECHNICAL SERVICES**



Lastly, I attach TUPE information, correct at April 2003, supplied by the existing Contractor in accordance with the TUPE legislation. Please note that this information is commercially sensitive and highly confidential and is to be treated as such and not to be disclosed to any third parties. The Corporation cannot accept any responsibility for the accuracy of the information provided.

Yours faithfully



Principal Quantity Surveyor

cc:



Vinci Park Services UK Ltd  
Portsoken House  
155-157 Minories  
London  
EC3N 1LL  
Attn: [REDACTED]

Euro Car Parks Ltd  
31 Byron Street  
Manchester M3 4PF  
Attn: [REDACTED]

National Car Parks Ltd  
21 Bryanston Street  
London  
W1 7AB  
Attn: [REDACTED]

Legion Security plc  
Europoint Centre  
5 - 11 Lavington Street  
London SE1 0NZ  
Attn: [REDACTED]

Central Parking UK Ltd  
Wellington House  
100 Crowley Road  
Uxbridge  
UB8 2XW  
Attn: [REDACTED]

APCOA Parking UK Ltd  
2 Windmill Business Village  
Brooklands Close  
Sunbury on Thames  
Middlesex  
TW16 7DY  
Attn: [REDACTED]

*File Copy*

**Department of Technical Services**

**Philip Everett** BSc, CEng, MICE, Director

Corporation of London  
PO Box 270, Guildhall  
London EC2P 2EJ  
Facsimile 020 7332 1963  
Nicholas.Holmes@corpoflondon.gov.uk

Direct Line  
020 7332 [REDACTED]  
Exchange 020 7606 3030  
Ext [REDACTED]

Please ask for  
[REDACTED]

Our Reference  
[REDACTED] /CON/ [REDACTED] B1104A  
Your Reference

Date  
9 May 2003

«Company»  
«Address1»  
«Address2»  
«Address3»  
«Address4»  
«Address5»  
«Address6»

Dear Sirs

**Tender Circular 2**  
**On Street Parking Enforcement Contract - Re-Tender**

Further to my Invitation to tender dated 14 April 2003 and enclosures in connection with the above.

A number of queries have been raised by Tenders, upon the Tender Documentation and this Tender Circular is issued in order to clarify the Corporation's requirements:-

**Question**

1. Please can the Corporation of London (the Corporation) confirm whether there are any costs, other than maintenance that will be incurred from using the existing HHCT's, printers and accessories and radio equipment systems up to March 2004?

**Answer**

No further costs to Contractor.

**Question**

2. We note from paragraph 3.15 that PCN's, PCN bags, etc are currently provided by CMLC. Please can the Corporation confirm whether there is any requirement to continue purchasing these items from this supplier?

[REDACTED]  
**PHILIP EVERETT**  
**DIRECTOR**  
**TECHNICAL SERVICES**

/Contd.

**Answer**

These items are supplied to the Contractor by the Corporation of London at no cost to the Contractor.

**Question**

- 3. Could the Corporation confirm that our assumption based on the worked example below for the maximum potential payment of the Maximum Performance Payment based on continuous improvement in year 1 is correct?

Assumed cost for staff, overheads and profits - [REDACTED]  
 Assumed Percentage payable for the Maximum Performance Payment - [REDACTED]  
 Assumed Maximum Performance Payment (MPP) - [REDACTED]  
 Assumed maximum amount of MPP payable per period - [REDACTED]  
 Assumed increment value - [REDACTED]

Period 1 - 2	Increments - Performance Payment	[REDACTED]
Period 2 - 2	Increments - Performance Payment	[REDACTED]
Period 3 - 3	Increments - Performance Payment	[REDACTED]
Period 4 - 4	Increments - Performance Payment	[REDACTED]
Period 5 - 5	Increments - Performance Payment	[REDACTED]
Period 6 - 6	Increments - Performance Payment	[REDACTED]
Period 7 - 13 - 6	Increments - Performance Payment	[REDACTED]

Based on the above workings, a contractor could only achieve a total Performance Payment in year 1 of [REDACTED]

Should this assessment be incorrect, could the Corporation please provide a worked example to show a correct assessment?

**Answer**

The assessment is correct.

**Question**

- 4. Paragraph 6.2.9 refers to providing a Dispatch Controller as per paragraph 1.4.2 of the specification. There is no paragraph 1.4.2, could the Corporation please clarify this point?

**Answer**

Should read 14.2.1

/Contd.

**Question**

5. Paragraph 6.2.12 refers to the provision of OBPA's as per paragraph 1.4.3 of the specification. There is no paragraph 1.4.3. Could the Corporation please clarify this point?

**Answer**

Should read 14.3

**Question**

6. Can the Corporation confirm whether as part of the communication links that are discussed under paragraph 7.9.4 they will be providing e-mail and internet links for the Contractor's computers or not?

**Answer**

Communication links apply to telephones only. The Contractor will be expected to supply e-mail links.

**Question**

7. Paragraph 10.5 states that the Corporation will arrange for the livery of any vehicles being used on the contract. Could the Corporation please advise of any costs that will be passed back to the contractor as a result of this?

**Answer**

There is no cost to the Contractor for the vehicle livery

**Question**

8. Can the Corporation confirm whether the Contract is required to provide GPS or GPRS tracking systems for the purpose of the presence recording as detailed in paragraph 13.17.

**Answer**

There is no mention in the Specification of provision of GPR or GPRS. All data is obtained from the information in the HHCT's.

/Contd.

**Question**

9. Are the Corporation able to supply any historic data on the number of yellow plastic bags used for defective meters and "Do Not Insert Coins" labels for defective P&D machines as detailed in paragraph 13.18.1?

**Answer**

Approximately 4,800 bags and labels were used in financial year 02/03.

**Question**

10. Can the Corporation confirm that the operational hours for the Help Line Co-Ordinator are the same as the Radio Co-ordinator and the Dispatch Co-Ordinator?

**Answer**

See Appendix 15

**Question**

11. Further to the TUPE information that was supplied on the 28 April 2003, could the Corporation provide details of the individual staff's positions i.e. Parking Attendant, Team Leader, OBPA, etc.

**Answer**

See Attached.

**Question**

12. Appendix 7 Staff working patterns – is this the minimum level of enforcement staff on duty within the specified times:

- Parking Attendants, confirm that only [redacted] works between 8-7pm and 7 8-2pm
- How many PA's work on Sunday, i.e. [redacted] x 9-4pm and 1 x 7-7pm
- Bank Holidays working numbers of [redacted] 7-7pm

**Answer**

Appendix 7 refers to the Schedule of Hours of Operation, staff working patterns are shown in Appendix 15

**Question**

13. What are the current working hours of enforcement staff?

/Contd.

**Answer**

Current staff working hours are Mon to Fri 8am-7pm, 7pm-7am, 7am-6pm. Saturday 8am-2pm, 8am-6pm. Sunday 6.30am-6pm.

**Question**

14. Can the Corporation please provide a month-by-month breakdown of historic data on:
- PCN's
  - Removals
  - Clamping Operations

**Answer**

<u>W/C Sunday</u>	<u>Gross PCN's</u>
04/11/2001	7539
02/12/2001	5971
30/12/2001	5929
27/01/2002	7118
24/02/2002	7465
24/03/2002	6602
21/04/2002	7056
19/05/2002	6400
16/06/2002	7185
14/07/2002	6522
11/08/2002	6056
08/09/2002	6183
06/10/2002	6267

Clamp and Removal figures are not available.

**Question**

15. Footway parking to be covered 24 hours a day 7 days a week, is this operation to be carried out by normal night shift or to be enforced independently?

**Answer**

Footway Parking enforcement is carried out by the Night Duty

**Question**

16. Overnight lorry ban 18.30-08.00, does this require a specific team or to be enforced by the night shift?

/Contd.

**Answer**

Overnight Lorry Ban enforcement is carried out by the Night Duty.

**Question**

17. Does the expected minimum level of PCN's (55,000) consider the quantity of suspended parking areas and dispensations authorised within the City?

**Answer**

Yes.

**Question**

18. How many parking spaces have been re-allocated to permit either disabled or motorcycle parking only?

**Answer**

None.

Please note that the Corporation is unable to respond to any further queries before the Tender return date of Wednesday 14 May 2003 by 12 Noon.

Yours faithfully



Project Quantity Surveyor

Encl.



Your Ref: [REDACTED]/CON/[REDACTED]/B1104/A



Our Ref: [REDACTED]

13 May 2003

The Director of Technical Services  
Corporation of London  
P O Box 270  
Guildhall  
London  
EC2P 2EJ

[REDACTED]  
**PHILIP EVERETT**  
**DIRECTOR OF**  
**TECHNICAL SERVICES**

Dear Sirs

Re: On Street Parking Enforcement at Various Locations

Thank you for providing us with the opportunity to respond to the above named invitation, which we have pleasure in enclosing.

VINCI Park has provided a comprehensive and detailed proposal, which we feel, meets the Council's stated objectives. In addition to the responses requested, we would like to draw your attention to the following points:

We note the Corporation plans to introduce Pay and Display equipment during the contract period. VINCI Park is Europe's largest parking management company and we have negotiated preferential rates from our exclusive supplier Schlumberger. We would be happy to pass these savings onto the Corporation.

VINCI Park would be happy to assist the Corporation in the implementation of their Kerbside Space Survey utilising our knowledge and experience gained in this area.

If successful VINCI Park is prepared discuss writing-off the unamortised cost of the HHCT equipment from the current contract.

Should you, as part of the evaluation process, require clarification of any part of our submission please do not hesitate to contact me. VINCI Park would also be happy to provide the Council with a presentation of our proposals, if so requested.

I trust that you will find the enclosed information of interest and I look forward to hearing from you.

Yours faithfully

[REDACTED]

Tenders & Projects Manager

■ VINCI PARK SERVICES UK LTD.  
Portsoken House, 155-157 Minorities  
London, EC3N 1LJ  
Tel : +44 (0) [REDACTED]  
Fax : +44 (0) [REDACTED]  
E-Mail : info@vincipark.co.uk  
website : www.vincipark.co.uk

Registered in England No : 2362957 at the above address.  
VAT Registration : 653 5517 31

[REDACTED]  
**PHILIP EVERETT**  
**DIRECTOR OF**  
**TECHNICAL SERVICES**

**PARKING  
ATTENDANT  
SERVICE  
OCTOBER 2003  
OCTOBER 2008**

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procurement***

DATED

2003

THE MAYOR AND COMMONALTY AND  
CITIZENS OF THE CITY OF LONDON

-and-

AGREEMENT

For the provision of a Parking Attendant  
Service to implement the Road Traffic Act 1991  
Part II

11.4.2003

File Ref: PT9050/02/CT//MB/RG  
Deed No:

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DRAFT\_Oct02.DOC

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49. Third Party Rights

AN AGREEMENT made the                      day of                      Two  
thousand and                      B E T W E E N THE MAYOR AND  
COMMONALTY AND CITIZENS OF THE CITY OF LONDON (hereinafter called  
"the Corporation") of Guildhall London EC2P 2EJ by ANDREW JAMES COLVIN  
the Comptroller of the Chamber and Bridge House Estates and City Solicitor their  
Agent of the one part and

(hereinafter called "the Contractor") whose registered office is situate at

of the other part

WHEREAS the Corporation is desirous of having provided a Parking  
Attendant service for Enforcement of On Street Parking Regulations by Ticket  
Issue and Implementation of the Road Traffic Act 1991 Part II (hereinafter defined  
and referred to as "the Services") as are more particularly described in the  
specification (hereinafter called "the Specification") annexed hereto and forming  
part of this Agreement within the confines of the City of London

AND WHEREAS the Contractor has submitted to the Corporation a  
Tender dated                      and supporting documents including a Pricing  
Schedule and Schedule of Rates Schedule of Daily Required Contractor's Staff  
and Method Statement (which documents shall be collectively known as "the  
Tender") a copy of which said Tender is annexed to and forms part of the  
Specification hereto

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as  
follows

**Definitions**

IN THIS AGREEMENT the following words phrases and titles shall have the  
following meaning:-

**"the Services"** shall mean the operation and provision of a Service of Enforcement  
of On Street Parking by ticket issue and implementation of the Road Traffic Act

1991 Part II by the provision of Parking Attendants within the City of London which services are more particularly described in the Specification hereto and shall include any variation addition or deletions thereto made at any time during the term of this Agreement in accordance with the provisions of the same

"the Director" shall mean the Director of Technical Services for the time being appointed by the Corporation to manage and oversee the operation of the Services

"the Supervising Officer" shall mean the person appointed or employed by the Corporation to have overall responsibility for the day to day management of all the Services under the direction of the Director The Supervising Officer shall have the power to delegate his authority to any senior member of the Corporation's staff (hereinafter called an "Authorised Officer") and shall notify the Contractor in writing of such delegation and the extent of any limitations thereon

"the Contract Manager" shall mean a suitably qualified and experienced person employed or engaged by the Contractor and dedicated to this Contract to have full time day to day responsibility for ensuring that all the Contractor's obligations set out herein are observed and to receive instructions from the Supervising Officer For the avoidance of doubt the Contractor shall provide an Assistant Contract Manager to act in the absence of the Contract Manager in accordance with Clause 6.2.4 of the Specification The Contract Manager shall attend such meetings as may be called by the Director from time to time to discuss the performance of the Contractor and its their obligations pursuant to this Agreement and such other matters concerning the effective and efficient management of the Service

"Contractor's Staff" shall mean such persons as are employed by the Contractor Company as supervisors and operatives which terms shall include Parking Attendants and On Board Parking Attendants Pedal Cycle PA's Motorcycle PA's Mobile Parking Enforcement Patrol Despatch Controllers and Helpline Co-ordinators in accordance with the provisions of the Specification

Contractor The staff are responsible to the Contractor for the performance of the Services set out herein and any other reasonable instructions given by the Director as are set out in the Specification hereto as shall be required from time to time to fulfil performance of the Contractor's obligations under this Agreement as set out in the Specification (subject to the minimum daily requirement provisions set out below and for which the Contractor has tendered)

"the Average Daily Requirement" shall mean the minimum number of staff in accordance with Appendix 14 to the Specification as are usually required to provide the Services

"the Minimum Daily Requirement" shall mean the minimum number of staff the Contractor will be required to have on site and available for work every weekday without fail in accordance with the requirements of Appendix 16 to the Specification

The Contractor will allow for more staff than the minimum to be on duty but if staff for these posts fail to report for work then the post shall be covered from elsewhere in the service with staff of comparable skill to ensure the Minimum Daily Requirement is always met Failure to meet the Minimum Daily Requirement will affect achievement of Key Performance Indicators and consequently the level of Performance Pay

"the Establishment Level" shall mean the number of staff indicated in the Pricing Schedule as the number of staff the Contractor proposes to employ to meet the Average Daily Requirement as referred to in Clause 6.1.7 of the Specification

"the Commencement Date" shall mean the October 2003 or other date on which the Contractor shall commence the provision of the Services

"the Operational Period" shall mean that period between the Commencement Date and the date of the determination of this Agreement whether by effluxion of time or by notice



**"the Pricing Schedules and Schedule of Rates"** shall mean the Pricing Schedules and Schedule of Rates provided by the Contractor as part of their Tender or such revision thereto as may be agreed from time to time pursuant to this Agreement

**"Adjudication Service"** shall mean the service provided by parking adjudicators established pursuant to Sections 72 and 73 of the Road Traffic Act 1991 in relation to disputed tickets issued

**"Authorised Vehicle"** shall mean a vehicle which an On-Street Parking Attendant shall have authorised as suitable for clamping or removal but which has not yet been confirmed as such by an On-Board Parking Attendant

**"Clamp"** shall mean the wheel immobilisation device (including lock and key) of a type approved by the Home Office for use by the Police and approved by the Corporation of London to be provided by the Clamping and Removal Contractor and painted a shade of yellow first approved by the Authorised Officer bearing the Corporation's corporate logo and a unique number for each such device (to be notified to the Contractor by the Corporation)

**"Clamping and Removal Contractor"** shall mean any contractor or Contractor engaged by the Corporation to affix and release Clamps to any vehicle which a Parking Attendant authorises for clamping and removal and conveyance to the Pound and to operate the Pound and the Payment Centre

**"Contract/Agreement"** shall mean the Contractor's Proposals and Form of Tender these Conditions of Contract the Specification and all appendices schedules and annexes to those documents For the avoidance of doubt the Contractor's own terms and conditions if any are expressly excluded

**"DCS" and "Despatch and Control System"** shall mean the computer system provided by the Corporation for the control of clamping removal relocation and releasing of Vehicles

**"Default point"** shall mean the default point or points awarded in accordance with this Agreement and Appendix 10 of the Specification

**"Penalty Charge Notice Achievement Level and PCNAL"** This is the level of issued Penalty Charge Notices the Contractor will be expected to achieve per annum as set out in Clause 4.3 of the Specification.

**"Despatch Controller"** shall mean the person provided by the Contractor having responsibility for the day to day deployment of the Wheel Clamping and Removal Contractor's on-street operations during Enforcement Vehicle Operational Hours as set out in Clause 14.4 of the Specification

**"Enforcement Vehicle" and "EV"** shall mean a vehicle in the Corporation's Approved Livery capable of carrying a sufficient number of Clamps or removing a vehicle and conveying it to the Pound for the efficient performance of the Services and provided and operated by the Clamping and Removal Contractor

**"Key Performance Indicators" "KPIs"** shall mean the Key Performance Indicators set out in Appendix 16 to the Specification and which the Contractor is required to meet in accordance with Clause 4.1 of the Specification. These Key Performance Indicators will form a part of the process by which the Contractor's performance will be measured

**"On-Board Parking Attendant"** shall mean an operative of the Contractor and designated by them as responsible for finally authorising the clamping or removal of any vehicle which is parked in such a manner as to constitute a Parking Regulation infringement and shall be on-board the Enforcement Vehicle during the Enforcement Vehicle Operational Hours

**"PA Supervisor"** shall mean a Parking Attendant Supervisor responsible for the Day to Day Supervision of the Parking Attendants

**"Transport Committee for London" and "TCfL"** shall mean the joint committee of London boroughs formed pursuant to Section 73 of the Road Traffic Act 1991 for the purpose of assisting in the co-ordination of parking control in Greater London

**"Payment Centre"** shall mean any payment centre (whether or not at the Pound the Parking Office the Magistrates' Court Payment Centre or elsewhere) at

which persons may pay Release Fees or any fees and charges following the clamping removal or storage of any vehicle by the Clamping and Removal Contractor or any Penalty Charge Notice fee

"Year 2000 Compliance and Year 2000 Conformity Requirements" shall mean compliance with "BS1 Disc 2000 A Definition of Year 2000 Conformity Requirements" as set out in Schedule 2 hereto

"Penalty Charge Notice" and "PCN" shall mean a penalty charge notice issued by a Parking Attendant in respect of any vehicle parked left or driven in such a manner as to constitute an infringement or contravention of the Parking or Bus Lane Regulations

"Pound" shall mean a pound provided by the Wheel Clamping and Removal Contractor either within the area covered by this Agreement or within a reasonable distance of the City of London

"Operational Hours" shall mean the hours required for On Board Parking Attendants and Parking Attendants and their Supervisors as set out in the Specification hereto The expression "Operational Hours" shall not include any period during which the Corporation shall not require the Contractor to perform the Services pursuant to the Specification and for the avoidance of doubt only limited enforcement will be required on public holidays as instructed by the Director

"Relocation" shall mean the relocation of a Designated Vehicle (which the On-Board Parking Attendant or a police officer shall have authorised as requiring relocation) by the Clamping and Removal Contractor to such other location on the same road or on another road (where possible visible from the original parking place of the Designated Vehicle) as the On-Board Parking Attendant or police officer shall specify

"Clamping and Removal Prioritisation Schedule" shall mean Appendix 4 to the Specification (as varied from time to time pursuant to this Contract) showing types of Parking Regulations Infringements which fall into highest high medium and low

categories for prioritisation of the EV's by the Despatch Controller in accordance with the information from the DCS

"The Accommodation" shall mean the discrete accommodation provided by the Contractor within the City of London in accordance with the Specification

Consideration

1. IN CONSIDERATION of the payment of the sums due pursuant to this Agreement the Contractor will carry out in a professional and workmanlike manner the Services as defined above to the satisfaction of the Director

Safe Working and Health and Safety

2.1 The Contractor hereby agree to and ensure that all employees agents or sub-Contractor under their control do likewise in the performance of their obligations hereunder comply with the provisions of the Factories Act 1961 Offices Shops and Railway Premises Act 1963 Health and Safety at Work Act 1974 Management of health and Safety at Work Regulations 1992 Workplace (Health Safety and Welfare) Regulations 1992 Provisions and Use of Work Equipment Regulations 1992 Manual Handling Operations Regulations 1992 Electricity at Work Regulations 1989 Noise at Work Regulations 1989 Report of Injuries Diseases and Dangerous Occurrences Regulations 1995 Health and Safety (First Aid) Regulations 1981 Fire Precaution Act 1971 Health and Safety (Safety Signs and Signals) Regulations 1996 The Control of Pollution Act 1974 Control of Substances Hazardous to Health (COSHH) Regulations 1999 the Road Traffic Acts and Regulations thereunder and the Transport Acts and without prejudice to the foregoing any other Statute or enforceable EU Legislation statutory instrument mandatory requirement or byelaw and/or Code of Practice for the time being in force regarding safe and adequate working procedures and practices to be followed and shall have particular regard to any requirement or reference as aforesaid concerning the Services undertaken in this Agreement

2.2 The Contractor shall in performing the Services adopt a safe method of work in order to protect the health and safety of their own employees the

employees of the Corporation and all other persons including members of the public

2.3 The safe methods of work shall involve compliance throughout the term of this Agreement with both the Contractor's and the Corporation's Health and Safety Policy any safety instructions and codes of practice referred to in the Specification hereto and any relevant rules procedures standards policies and codes notified to the Contractor by the Supervising Officer or any of the same as may from time to time during the Contract Period be amended by the Corporation and notified to the Contractor and in particular but without limitation to the forgoing provisions the Contractor shall ensure that:-

- .1 proper care is taken to avoid damage to property (real or personal)
- .2 health and safety inspections are carried out regularly on all equipment and machinery used in the provision of the Services
- .3 not less than 10 per cent (or one person whichever is the greater) of their employees have First Aid qualifications and are supplied with adequate First Aid equipment provided by the Contractor
- .4 their employees take all reasonable precautions when executing the Services to avoid damage to any vehicles or other property
- .5 that any vehicles employed in the execution of the Services are not parked in such fashion as to prevent or impede safe and swift access or egress by emergency vehicles or the safe movement of people on any highway street pavement or walkway

2.4 In the event that the Contractor is able to lease accommodation from the Corporation this shall be on a separately negotiated lease or sub lease and in such event then:-

2.4.1 the Contractor shall nominate a person to be responsible for health and safety matters as required by the Health and Safety at Work Act 1974 whilst on Corporation owned premises or otherwise the Contractor shall require their

employees agents or subcontractor to comply with the lawful requirements of any Corporation safety policy for those premises and of the Supervising Officer

2.4.2 The Supervising Officer shall be empowered to suspend the provision of the Services or use of the accommodation provided by the Corporation in the event of non-compliance by the Contractor with health and safety matters

2.4.3 The Contractor shall not resume use of the Corporation provided accommodation or where appropriate provision of the Services until the Supervising Officer is satisfied that the non-compliance has been rectified and in respect of any such period of suspension the default provisions as set out in these Conditions and the Specification shall apply

#### Drivers and Operators of Vehicles

3. Without prejudice to the generality of the foregoing clause the Contractor shall ensure that:-

- .1 Any Drivers including motorcyclists cyclists and operators of all or any vehicles motorcycles bicycles and Equipment are adequately trained are holders of any licences as may be necessary and such trained Drivers Motorcyclists Cyclists and operators only are responsible for the operation and use of vehicles and Equipment;
- .2 Drivers including motorcyclists cyclists and operators drive ride or operate safely and correctly at all times in accordance with statutory regulations and instructions of the Supervising Officer
- .3 Drivers motorcyclists cyclists and operators once trained remain thoroughly competent in the safe use of the vehicles motorcycles cycles or Equipment
- .4 Any Equipment and vehicles motorcycles and bicycles are properly cleaned serviced and maintained so that they present a professional pleasant image to the public

- .5 They hold any relevant operators licence for any vehicles etc. utilised in the services as may be required under the Road Traffic Act or other legislation

Contractor's Staff

- 4.1 The Contractor shall provide sufficient supervisory staff to ensure that the Contractor's staff are at all times adequately supervised and properly perform their duties. The Contractor shall ensure that such supervisory staff are provided with copies of the Specification and any updates thereto and that they are fully aware of the content thereof and are familiar with all Codes of Practice and British and/or EU Standards referred to herein or in the Specification and in particular but without prejudice to the generality of Clause 4.5 are sufficiently skilled trained and instructed with regard to the matters set out in Clause 4.6 The names of all the Contractor's staff shall be supplied to any Authorised Officer upon request and in any event to the Supervising Officer at least one week prior to the commencement of the Services Any alterations to the complement of such supervisory or other staff shall be notified to the Supervising Officer forthwith
- 4.2 The Contractor's staff engaged in the provision of the Services shall primarily be under the control and direction of the Contractor's own supervisory staff but shall nevertheless comply with all reasonable instructions given by the Director or the Supervising Officer and/or any Police Officer with regard to safety security or prevention of injury to persons or premises
- 4.3 All supervisory staff must be available for consultation with any Authorised Officer(s) by telephone during operational hours and to attend meetings with such Officers if required within 24 hours of an instruction to do so or if the Director so instructs on one hour's notice
- 4.4 The Contractor shall employ for the provision of the Services such Contractor's staff as are careful skilled honest and experienced in the work which they are to perform and the Contractor shall ensure that all such Contractor's staff are trained in accordance with Section 5.4 of the Specification and shall further

implement a scheme of training and instruction for all staff on all matters concerned with the Services. The Contractor shall supply the Supervising Officer with details of such training scheme if required. For the avoidance of doubt the Contractor shall be required to ensure that all his staff attend courses as part of the training plan at the Contractor's sole expense and without diminution of the Minimum Daily Requirement

4.5 The Contractor shall employ sufficient staff to ensure that the Services are provided at all times and in all respects to the standards set out in the Specification hereto and in compliance with the Minimum Daily Requirement and Average Daily Requirement and it shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to provide the Services to such standards during staff holidays training or absence through sickness or otherwise

4.6 In addition to the training scheme referred to in Clause 4.4 herein the Contractor shall ensure that every person employed by them for the provision of the Services is at all times properly and sufficiently trained skilled and instructed with regards to:-

4.6.1 the specific task which that person has to perform including the use of the Digital Cameras, Hand Held computers and other appropriate computers or equipment;

4.6.2 any relevant provisions of this Contract;

4.6.3 all relevant rules procedures and statutory requirements concerning health and safety at work

4.7 All staff employed by the Contractor must be capable of accepting instructions given to them and of fully communicating in the English language with members of the Public

4.8 The Contractor shall be entirely responsible for the employment and conditions of service of their own employees including but without limiting such obligation the obtaining of any necessary Work Permits for their employees and the payment of their wages



4.9 Notwithstanding the provisions of sub-clause 4.8 above the Contractor and employees shall comply with any additional employment requirements of the Corporation or if appropriate the TCfL

4.10 The Director reserves the right to require the Contractor to remove staff from this Contract in accordance with the provision of clauses 6.5.2 and 6.5.3 of the Specification and to replace them with suitably qualified replacement staff within a reasonable time. An instructions to remove and replace staff shall not be a circumstance giving rise to a waiver of Liquidated and Ascertained Damages or default points

4.11 Notwithstanding any other term or condition hereof it is hereby expressly forbidden for the Contractor to introduce or provide any incentive scheme for his staff involved in this Contract that is in any way related to the direct issue of PCNs or the PCNAL

#### Management and Financial Information and Operating Records

5.1 THE Contractor will undertake to maintain such Management and Financial Information and Operating Record Requirements as are set out in Appendix 12 to the Specification together with staff time recording information and such other records as the Supervising Officer may from time to time require

5.2 The Contractor' staff will be required to record their presence in a manner approved by the Supervising Officer

#### Identity of Contractor's Staff

6.1 The Contractor will undertake to inform the Supervising Officer as to the identity of every member of the Contractor's staff engaged for this Contract and every such member shall carry and produce upon request such forms of photographic identification card as shall be issued to them by the Contractor and shall at all times ensure that their allocated identification number is fully visible in compliance with the Specification hereto

6.2 When requested to do so or when communicating with other persons as a representative of the Contractor all persons employed by the Contractor in the

performance of the Services shall disclose their identity and shall not attempt to avoid so doing

6.3 All members of the Contractor's staff shall wear their uniform at all times whilst on duty and in full compliance with the Specification Under no circumstances shall the uniforms be worn when not on duty

Savings or Increases in Costs

7. IT IS AGREED between the parties hereto as follows:-

7.1 That should during the Operational Period and any agreed extension thereto any Statute Statutory Instrument Byelaw Health and Safety requirement or other mandatory requirement come into force or effect which directly causes either increase or decrease in the costs of either party in performing their obligations imposed on them by the Agreement either party shall upon giving not less than three months notice to the other in writing increase or decrease the rates as set out in the Specification hereto by a reasonable amount or percentage as may be agreed by the Director and failing agreement between the parties the increase or decrease shall be referred to adjudication under the provisions of Clause 15 hereof

7.2 In the event that any changes in operational enforcement procedures or practices or any substantial changes in levels of parking enforcement are brought about by any legislative or regulatory changes in accordance with Clause 24 hereof and Clause 3.2 and 3.6 of the Specification the parties agree to negotiate any variation to the pricing schedule and the level of PCNs in accordance with the provisions hereof

**Payment and Annual Price Revision**

**8. In consideration of the performance of the Services and of the various obligations set out herein the Corporation shall pay to the Contractor four weekly in arrears:-**

- 8.1 sums calculated upon the Contractor's tender for general items**
- 8.2 sums calculated in accordance with the Pricing Schedule for the payment of Costs of staff employed including overheads and profits**
- 8.3 sums calculated to be added or deducted in respect of Key Performance Indicators in accordance with Clause 4 of the Specification and the Pricing Schedule set out in the Contractor Tender**
- 8.4 sums in respect of the provisional items for special events or enforcement action outside normal enforcement times subject to the need for such working having been previously agreed with the Supervising Officer Such sums shall be in accordance with the rates contained in the Pricing Schedule to the Specification or as may be current at the date of execution of the Services**
- 8.5 Any correctly charged VAT at rates current at the date of supply of the Services**
- 8.6 The Contractor shall at the end of each four week period that this Agreement subsists submit an invoice to the Supervising Officer separately identifying the cost of Services carried out under Clauses 8.1 8.2 8.3 and 8.4 together with a Value Added Tax invoice for sums due under Clause 8.5**

**The Corporation shall pay the sum or sums due in respect of such invoices within 28 days of receipt SUBJECT TO any deductions made in accordance with the terms of this Agreement**

8.7.1 Increases in appropriate rates passing under this Agreement shall until this Agreement be varied or determined be ascertained by negotiations between the parties hereto on an annual basis

8.7.1.1 The Contractor shall provide evidence of their increased costs relating to such rates before any increase may be agreed based upon evidence of pay for similar contracts in surrounding London Boroughs

Not  
RPI

8.7.2 The Contractor shall not less than three months before any anniversary of this Agreement submit to the Corporation a written estimate of the anticipated rates to be incorporated into the Agreement for the second or subsequent years hereof

8.7.3 In the event of the parties to this Agreement failing to agree upon any revision to the rates payable hereunder by any anniversary of this Agreement then it is hereby agreed that for the period of negotiations the sums payable for the equivalent period of the preceding year shall be paid in respect of any period of continued negotiations which extend beyond such anniversary subject to a maximum continuation period of three months at which time either party hereto may seek adjudication in accordance with Clause 15 hereof

8.7.4 In the event of either party being dissatisfied with the result of such adjudication that party shall be entitled to give not less than six months notice to determine this Agreement. In the event of such notice being given the rates payable in accordance with the adjudication award shall be paid for the period of post anniversary negotiations and the notice period

**Term and Determination at Will**

9.1 It is agreed that the Agreement will extend (subject to earlier determination as herein provided) for the Operational Period of 5 years from the Commencement Date but may be extended by the agreement of both parties for periods of 6 months (or such other period as may be agreed) at a time on identical terms hereto at such sum or sums as may be agreed for such extensions

9.2 The Corporation may determine this Agreement at any time upon giving six months notice in writing to expire at any time

9.3 The Contractor may determine this Agreement upon 6 months notice but in such event shall within 28 days of an invoice from the Corporation pay the Corporation's reasonable costs arising directly from such determination of this Agreement including (but not limited to) costs of re-tendering and additional costs arising from the employment of others (including payments at enhanced rates if necessary) to execute the Services until a replacement Contractor shall be appointed to execute the Services

9.4 The Parties hereby agree that in the event of early determination of this Agreement for whatever reason the Contractor will if required:-

9.4.1 sell to the Corporation all Digital Cameras Hand Held Computers and printers and accessories required in the provision of the Services together with the Radio Equipment System in full working order for the Purchase Price uniformly depreciated on a monthly basis calculated over the full five year term of the Contract term (or date of purchase whichever shall be the shorter period) or

9.4.2 assign any lease of such Digital Cameras Hand Held computers printers and accessories Radio Equipment Systems to the Corporation (or any replacement Contractor appointed by them) for the balance of the term remaining

9.4.3 in the event that the Contractor has used leased or rented the Corporation's existing Digital Cameras Hand Held computers

printers and accessories Radio Equipment Systems title and property in these shall remain with the Corporation at all times and these shall be returned to the Corporation without charge

9.5 Notwithstanding any other term of conditions herein contained title and property in all such Digital Cameras Hand Held computers printers accessories Radio Equipment shall on expiry of the Contract due to effluxion of time pass to the Corporation in all respects at no further or additional cost to the Corporation

**Accommodation and Operational Base**

10.1 The Contractor will provide accommodation within the City for the purposes of carrying out their obligations under this Agreement including wash rooms and toilet facilities together with work space and accommodation for the Operations Manager and Contractor's staff employed for the time being in the execution of the Services

10.2 The Contractor shall if requested to do so by the Corporation provide a secure room together with the appropriate number of staff for the purposes of CCTV Monitoring of Bus Lane regulation infringement in accordance with the Specification or if so instructed to allow the use of such room for the Corporation's supervisory staff

11. **Variation in Service Requirements and Contractor's Staff Levels and Service Monitoring**

11.1 The Supervising Officer may instruct the Contractor to vary the Services to be provided under this Agreement by giving notice to the Contractor in accordance with the provisions of the Specification Such instruction may require the Contractor:-

11.1.1 to perform the Services or any part thereof in such manner as the Supervising Officer may reasonably determine;

11.1.2 to perform such additional services outside the scope of the Services as the Supervising Officer may reasonably require

provided that such additional services shall be the same as or similar to the Services under this Agreement;

11.1.3 to vary any Programme and to perform the Services in accordance with any such Programme as so reasonably varied and the Contractor shall forthwith carry out all such instructions;

11.2 In the event of such a variation the consideration payable from the next invoice following such variation shall be adjusted pro-rata in accordance with the costs set out in the Pricing Schedules and Schedule of Rates

11.3 If at any time the Contractor submit a successful quotation or tender in respect of further services then the terms of this Agreement shall apply in all respects to such further services which shall be incorporated into this Agreement by an addition to the Specification and the signatures of the parties hereto shall be made against any such amendment to the Specification

11.4 If at any time the Corporation wish to determine this Agreement in respect of part of the Services then such part of the Services shall be deleted from the Specification without prejudice to the continuance of the Contractor' obligations relating to the balance of the Services

11.5 The Supervising Officer will in addition to the provisions of Table 1 in Clause 4 of the Specification have discretion:-

11.5.1 to increase the Minimum Daily Requirement with reference to any changes whatsoever in the Services upon giving not less than eight week's notice to the Contractor of such variation and negotiate a variation in the Average Daily Requirement as appropriate

11.5.2 upon giving eight weeks notice to require any reasonable reductions in the Minimum Daily Requirement

11.5.3 to demand the immediate removal of any particular employee or employees from the Corporation's Contract provided that such demands shall be reasonable in such event the Contractor shall replace such employee or employees with persons of suitable skill

and qualifications as soon as reasonably practicable at no additional cost or charge to the Corporation but the Corporation will continue to pay for the number of employed staff as set out in the Pricing Schedule

11.6 The Corporation reserves the right to monitor the performance of the Services by whatsoever means it thinks fit including (without prejudice to the generality of the foregoing):

11.6.1 accompanying any Contractor's staff Parking Attendant or On Board Parking Attendant and the Enforcement Vehicle whilst the Services are being performed

11.6.2 photographing or otherwise recording any situation or Road Traffic Act Infringement and the method and standard of the Services provided

11.6.3 testing the performance of the Services

11.6.4 testing the performance and use of any equipment provided for the execution of the Services

11.7 In the case of an emergency the Supervising Officer may give instructions to the Contractor to second any employee or sub-contractor (with or without vehicles) to assist in carrying out any functions of a similar nature to the Services herein required

11.8 In the event that the Contractor wishes to bring in additional labour to meet his obligations hereunder such labour will be entirely at the Contractor's cost and shall not be recharged to the Corporation save where the Director requests additional services to be provided and such services are agreed in writing in advance by the Director

#### Indemnities

12.1 The Contractor shall not be liable for loss or damage if caused by any act of Government industrial dispute lock-out (other than those involving the Contractor own employees or persons under his direct control) flood storm



tempest riot civil commotion nuclear irradiation enemy action (whether or not a formal declaration of war has been made given or received) malicious damage fire explosion or theft (other than that caused by the Contractor or its employees agents or subcontractor) or Act of God

12.2 Subject to the provisions of sub-clause 12.1 hereof the Contractor shall be liable for and hereby indemnify the Corporation their employees agents or sub-Contractor against:-

12.2.1 any expense liability loss claim or proceedings whatsoever arising under statute or at common law in respect of personal injury to or the death of any person whomsoever;

12.2.2 any expense liability loss claim or proceedings whatsoever in relation to damage loss or injury to any property real or personal insofar as such injury loss or damage arises out of or in the course of the carrying out of the Services or in the carrying out of this Agreement and provided always that the same is due to any negligence omission or default of the Contractor their servants agents or subcontractor including any wilful destruction loss or damage caused by or as a consequence of any wrongful or deliberate act or omission of the above whether acting within or outside the terms of this Agreement or the terms of any contract of employment or engagement made between them and the Contractor

12.3 The Corporation shall in no circumstances be liable to the Contractor for any loss of profit or business or for any similar loss or damage whether direct indirect or consequential

12.4 In the event of the Contractor providing or using any vehicles or Equipment not provided by the Corporation then and in such event:-

12.4.1 The Contractor shall be liable in all respects for any loss damage costs or expenses whatsoever whether or not involving personal

**injury or death caused by or arising from the use of such vehicle or Equipment**

**12.4.2 The Contractor shall ensure that the said vehicle or Equipment fully complies with all statutory requirements and is of a standard which enables the Contractor to comply with their obligations as to Health and Safety Road Traffic Act or other legislation pursuant to this Agreement**

**12.4.3 The Director may in his absolute discretion refuse to allow or permit the use of such vehicle or Equipment on the grounds of external appearance or otherwise. Acquiescence in the use of such vehicle or Equipment by the Director shall not operate to relieve the Contractor of their obligations under this Clause 12.4 or generally under this Agreement or pertinent legislation**

**Assignment or Sub-letting**

**13.1 The Corporation shall be entitled to assign the benefit of this Agreement or any part thereof to a statutory or other public body and shall give written notice of any assignment to the Contractor**

**13.2 The Contractor shall in no circumstance assign or sublet or purport to assign or sublet any part of this Agreement (including any assignment as a result of internal reorganisation of the Company) without the prior written consent of the Corporation. Any such request for consent must be given at least one month in advance**

**Insurances**

**14.1 Before entering into this Agreement but without limitation to their obligations and responsibilities hereunder the Contractor will effect the insurances set out in the Schedule 1 hereto to the satisfaction of the Chamberlain of London (hereinafter referred to as "the Chamberlain") and will produce to the Chamberlain the policies of insurance so effected at such times as the Chamberlain shall reasonably require. The Contractor will also produce to the Chamberlain as and**

when required by him the current premium renewal receipts relative to the policies of insurance aforesaid

14.2 The Chamberlain shall be entitled to notify the Contractor in writing that in his opinion any such policy of insurance does not effect sufficient cover to comply with the Conditions and to require the Contractor to effect such insurance as will so comply Upon receipt of such notice the Contractor shall forthwith procure and effect such insurance as the Chamberlain shall require and in default the Chamberlain may himself cause such insurance to be effected whereupon the Contractor shall pay to the Corporation as a debt due such sum as the Chamberlain shall certify as being the cost to the Corporation of effecting such insurance

14.3 The Contractor shall insure against the unauthorised and/or accidental damage to the property of third parties and shall further indemnify the Corporation against any claim or demand so arising

#### Disputes and Adjudication

15. Save for any matter reserved to be at the discretion of the Supervising Officer or the Director any dispute between the Corporation and the Contractor under or arising out of this Agreement which cannot be resolved between the parties whether by dispute escalation procedures set out in Clause 4.5 of the Specification or otherwise shall be referred to adjudication in an appropriate form and forum to be agreed upon by the parties hereto

#### Anti Corruption

16. The Contractor shall comply with the following Standing Order of the Corporation

- "(i) Any person or body engaged or appointed by the Corporation either to provide services or execute works or supply goods or materials of any kind or nature whatsoever or who hires or uses any Corporation property who shall give offer or allow any gratuity gift or benefit of any kind to any person in the Corporation's employ

(whether under a contract of or for services) shall not be engaged or appointed by the Corporation in respect of any further such provision execution or supply nor permitted any further hire or use

- (ii) The provisions of paragraph (i) shall apply whether or not the giving offer or allowance was (a) made by an employee agent or sub-contractor of the person or body and (b) authorised by the person or body
- (iii) Persons and bodies to whom paragraph (i) applies shall have their attention drawn to the provisions of the Public Bodies (Corrupt Practices) Act 1889 and the Prevention of Corruption Acts 1906 and 1916 (and any other statutory amendment or re-enactment thereof for the time being in force) and the National Code of Local Government Conduct (as amended from time to time)
- (iv) A copy of this Standing Order shall be inserted in every contract or agreement referred to in (i) above"

**Minimum Daily Requirements for Contractor's Staff Key Performance Indicators Defaults & Damages Performance Pay Deductions and PCN Achievement Levels**

17.1 The Contractor shall without prejudice to any other term or condition of this Agreement provide the Minimum Daily Requirement and Average Daily Requirement.

17.2 The Contractor hereby acknowledge that the Minimum Daily Requirement is the minimum number of Contractor's staff of specified grades and categories required on any shift to perform the tasks scheduled for that shift to the standards specified taking into account such contingency arrangements as may be agreed in writing by the Supervising Officer The Minimum Daily Requirement shall remain in force throughout the Contract unless varied and confirmed in writing by the Supervising Officer

- 17.2.1 Any daily Staff attendance and time recording records that are incomplete shall be treated by the Director as a complete day's absence by the member of Staff**
- 17.2.2 The cost of providing additional labour resources to achieve either the Average or the Minimum Daily Requirement on any shift will not be chargeable to the Corporation Such costs (or prospective or projected costs) are agreed as being included in the sum or sums set out in the Tender forming part of the Specification hereto**
- 17.2.3 Failure to meet these Minimum or Average Daily Requirements may affect the Contractor's ability to meet his Key Performance Indicators which may affect the levels of Performance Pay in accordance with Clause 4 of the Specification**
- 17.3 The Corporation shall be entitled to carry out such inspections tests or spot checks in accordance with Clause 11.6.1 hereof and shall in the event of discovery of any breach impose default points and appropriate deductions calculated in accordance with Clause 4.2.1 and Appendix 10 of the Specification**
- 17.4 Default points shall be calculated upon a cumulative default points system the number of default points for each specified breach and/or additional default points to be imposed in the event of further failure or delay being set out against each respective part or portion of the Services as are defined in Appendix 10 to the Specification**
- 17.5 In the event of the total of default points exceeding the permitted maximum set out in Appendix 10 and the formula set out in Clause 4.2 of the said Specification or if the Contractor's performance measured against the Key Performance Indicators falls below the requirements set out in Clause 4.1.8 and Appendix 16 of the Specification then the Corporation shall (without prejudice to any other contractual or equitable right it may possess either under the terms and conditions of this Agreement or otherwise) be entitled to make such cash deductions as are set out therein from the next or subsequent account due to the**

Contractor upon the basis and formula set out in Appendix 10 and Clause 4.2 and Clause 4.1 of the said Specification

17.6 In the event of the number of default points exceeding the maxima permitted default points set out in Clause 4.2 and Appendix 10 to the Specification the Corporation shall be entitled to deduct such sums calculated as above and shall if the Permitted maxima are exceeded in three 4 week periods further be entitled to determine this Agreement under the provisions of Clauses 9 and 18 hereof at its absolute discretion

17.7 In the event that the PCN issue rate falls below the specified number then the Director may either under Specification Option 1 deduct Liquidated and Ascertained Damages at the rate of £ 50.00 (subject to review in accordance with clause 17.10 below) for every PCN below the specified number as more particularly set out in Clause 4.3.1 of the Specification or may under Specification Option 2 Clause 4 deduct a performance payment

17.8 Liquidated and Ascertained Damages in respect of any failure to issue PCNs to meet the PCNAL rate will be separate to and outside the scope of the Default Point System

17.9 Notwithstanding the provisions of clause 17.8 above and without prejudice to its rights under Clause 18 thereof, the Corporation reserves the right to determine the Contractor's appointment upon six months notice in the event that ticket issue consistently falls below specified PCNAL

17.10 The Corporation reserves the right to adjust the number or value of the Key Performance Indicators referred to in Appendix 16 and Clause 4.1 of the Specification or of the defaults or damages issued under the provisions of clauses 17.1 to 17.7 hereof in agreement with the Contractor

#### Failure to Perform and Determination for Breach

18.1 If the Contractor for whatever reason fail to provide or perform the Services in whole or in part completely in accordance with the terms of this Agreement then without prejudice to any other remedy contained herein the Corporation may by its

own or other operatives provide and perform such Services or part thereof in respect of which the Contractor have made default. All costs and charges incurred by the Corporation in so doing shall be paid by the Contractor to the Corporation on demand or may be deducted by the Corporation from any monies due or which may become due to the Contractor under this or any other contract or recover the same as a debt due.

**18.2** In the event of the following occurrences or any of them:

**18.2.1** if the Contractor shall refuse or neglect to execute the Services or any part thereof in accordance with the provisions of this Agreement or shall commit any breach of any undertaking or obligations imposed upon them by this Agreement or shall refuse to or neglect to comply with any instructions given to them by the Supervising Officer

**18.2.2** if at any time Performance of any part of the Services shall appear to the Supervising Officer to be unnecessarily delayed and such delays and the cause thereof shall not be made good or removed forthwith after instructions requiring the same shall be given to the Contractor by the Supervising Officer

**18.2.3** in the event of the Contractor exceeding 1000 default points per 4 week period for three consecutive periods or consistent failure to meet the Key Performance Indicators referred to in Appendix 16 set out in the Specification hereto

**18.2.4** if the Contractor become bankrupt or make a composition or arrangement with their creditors or have a proposal in respect of their company for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or have an application made under the Insolvency Act 1986 in respect of their company to the court for the appointment of an administrator or have a winding up order made

or (except for the purposes of amalgamation or reconstruction on terms acceptable to the Corporation) a resolution for voluntary winding up passed or have a provisional liquidator receiver or manager of their business or undertaking duly appointed or have an administrative receiver as defined in the Insolvency Act 1986 appointed or have possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge of any property comprised in or subject to the floating charge or in the event of any substantial change in legal status or circumstances occurring which shall materially affect the contractual relationship between the parties or the rights of either party to sue or otherwise recover monies due or enforce any other right arising hereunder which shall not be mutually agreed between the parties

Then and in any such event the Corporation may forthwith determine the employment of the Contractor under this Agreement by Notice in writing under the hand of the Comptroller and City Solicitor Such notice shall take effect immediately

18.3 The Contractor undertakes to provide such reasonable training and equipment familiarisation of the Corporation's staff or that of a replacement contractor to a level deemed necessary by the Supervising Officer in accordance with the Specification or otherwise for the smooth and efficient take-over of the Services on the determination of this Agreement or any extension thereto

#### Suspension

19.1 In the event of breach or delay the Corporation may elect in lieu of determination under Clause 18 to suspend this Agreement until such time as the Contractor is once again in a position to recommence their duties

19.2 In the event of suspension the Corporation shall be permitted to allow its own employees or any other contractor to carry out the Services and in the event



of re-engagement the Contractor agree to adopt the Services carried out by such employees or contractor

19.3 Any additional expense incurred by permitting the Corporation's own employees or another contractor to undertake the Services shall be chargeable to the Contractor and may be deducted from any sums outstanding or to become outstanding under this or any other agreement between the parties

#### Tax and National Insurance

20. The Contractor shall produce to the Corporation such evidence as the Corporation shall deem necessary to satisfy the Corporation that the Contractor are entitled to be paid gross of Income Tax and National Insurance at any time during the Contract Period. Should the Contractor fail to produce the said documents or any of them the Corporation will deduct tax and National insurance from any payment due to the Contractor at such rates as are currently in force

20.1 The Contractor hereby indemnifies the Corporation against all claims and demands relating to unpaid or underpayments of income tax or National Insurance contributions or any other statutory tax imposition or levy whatsoever in respect of all categories of persons employed by the Contractor

#### CCTV Monitoring

21. The Contractor is responsible for CCTV Monitoring of Traffic Parking Regulation infringement by routine reviewing of CCTV cameras and for directing Motorcycle Parking Attendants to any parking problems that he is aware of as a result of such review

21.1 The Contractor should be aware that the CCTV system provided for use by the Radio Operator and Helpline Co-ordinator are dual purpose cameras and the Police have the power to block use of any or all of the cameras at any time without providing prior notice and that priority for use of cameras will be given in the first instance to the Police and then to the London Ambulance Service and in some instances Transport for London. The Contractor must

- ensure that none of his staff attempt to interfere with the Police or other User or override control of any camera
- 21.2 Under no circumstances shall any of the camera images be recorded or downloaded in any shape or form by the Contractor. The Contractor is specifically excluded from watching any incident in progress or any Police or emergency services in action, or any non-traffic/parking related incident or area.
- 21.3 In the event that such an event occurs in the area that the Radio Operator is monitoring the Radio Operator should take any appropriate action, e.g. if a crime or road traffic accident is witnessed the emergency services should be contacted to respond to the incident etc., and then switch to a different camera and continue monitoring elsewhere.
- 21.4 The Radio Operator must always move the cameras with due regard for the privacy of the individual and must ensure that as cameras are panned zoomed and tilted that they do not pause on any field of view other than the carriageway and adjacent footways.
- 21.5 The Contractor should note that breach of the above requirements will lead to some form of disciplinary action either towards the individual concerned or the Contractor. Such disciplinary action may result in one or a number of the following measures:
- ❖ the removal of the individual concerned and possible criminal sanctions
  - ❖ a three increment reduction in the Performance Payment
  - ❖ the suspension of the Contractor and the termination of this Agreement

#### Data Protection

- 22.1 The Contractor and the Corporation shall divulge confidential information only to those employees who are directly involved in the Services and shall

ensure that such employees are aware of and comply with these obligations as to confidentiality

22.2 The Corporation is registered to process personal data under the Data Protection Act 1998. The Contractor acknowledges this and will if processing such personal data comply in all respects with the Data Protection Act 1998 and do nothing to cause the Corporation to fail in its obligations under the same

22.3 The Contractor will where appropriate only process personal data in accordance with the applicable data protection laws in the UK and the terms of the Agreement and for the purposes of performing its obligations and/or exercising its rights under the Agreement

22.4 The Contractor further warrants that it has in place and undertakes to maintain throughout the term of the Agreement appropriate technical and organisational measures against the accidental unauthorised or unlawful processing destruction loss damage or disclosure of personal data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to the personal data or to any equipment used to process personal data

22.5 The provisions of this clause shall continue in perpetuity

22.6 The Contractor shall ensure that its sub-Contractor are bound by the requirements of this clause

#### Finds of Value

23. All monies or other items of value found by the Contractor's employees agents or permitted sub-Contractor shall be handed to the Supervising Officer as soon as possible and a written receipt obtained therefor

#### Variations to terms of Agreement

24.1 The parties acknowledge that there may be a number of changes to regulations and legislation affecting parking in London and the parties agree to work together to incorporate any changes required thereunder into the Contract in

accordance with the terms hereof including the introduction of any additional reporting procedures and the operation of any experimental enforcement methods or techniques

24.2 Save as to any instructions given to the Contractor pursuant to any Condition of this Agreement or pursuant to the Supervising Officers power to instruct variations or to give operational orders either under the Agreement or the Specification hereto no omission or addition to or variation of the terms of this Contract shall be valid or of any effect unless it is agreed in writing and signed by the Supervising Officer and by a duly authorised representative of the Contractor

24.3 Save for an omission addition or variation agreed pursuant to Clause 24.1 above any provision inconsistent with these Conditions or the Specification hereto contained in any other document or in any oral agreement is agreed to be void and of no effect

#### Agency

25.1 The Contractor are not and shall in no circumstances hold themselves out as being the agents of the Corporation

25.2 The Contractor are not and shall in no circumstances hold themselves out as being authorised to enter into any contract on behalf of the Corporation or in any other way to bind the Corporation to the performance variation release or discharge or any obligation

25.3 The Contractor has not and shall in no circumstances hold themselves out as having the power to make vary discharge or waive any statute byelaw or regulation of any kind

25.4 The employees of the Contractor are not and shall not hold themselves out to be and shall not be held out by the Contractor as being Corporation employees or agents for any purposes whatsoever

25.5 The employees of the Contractor are not and shall not hold themselves out to be and shall not be held out by the Contractor as being Traffic Wardens or

otherwise connected with or agents of the City of London Police or other Police Force

**Engagement of staff**

26. In the event of early determination of the Contract in accordance with the Conditions the Corporation shall be entitled at its discretion to offer employment to any person employed by the Contractor in the performance or supervision of the Services and in the event of such person accepting employment with the Corporation the Contractor shall forthwith release such person from all contracts of service without any payment being made to the Contractor by either the Corporation or the Employee

**Prohibitions**

27. The Contractor shall not whether by themselves or by any person employed by them to perform the Services solicit any gratuity or tip or any other form of money taking or reward collection inducement or charge for or in connection with any of the Services other than bona fide charges approved by the Corporation or authorised by statute if any

**Digital Cameras and Ancillary Equipment Hand Held Computers Clothing and Radios**

28.1 In the provision of the Services the Contractor shall supply at their own cost and expense all equipment Digital Cameras Download PCs and ancillary equipment Hand Held computers and printers Radio Equipment Systems and other items required for the due and satisfactory provision of the Services (which for the avoidance of doubt must be Year 2000 compliant) in accordance with the provisions of Clause 5 of the Specification

28.2 Without prejudice to the generality of the foregoing the Contractor shall be responsible for the provision of all items of uniforms and protective clothing for the use of their workforce in compliance with the Specification and any statutory requirement and to the satisfaction of the Supervising Officer

28.3 The Contractor shall ensure that all uniforms protective or other clothing is kept in a clean presentable and serviceable condition and shall replace the same at regular intervals to ensure that an acceptable standard of appearance is maintained at all times

28.4 The Contractor shall obtain at their expense any and all requisite licence or licenses as may be required to operate the radio system required by the Specification At the end or sooner determination of this Agreement the Contractor shall transfer such licence or licenses to the Corporation or to such other party as the Corporation shall require at no further charge to the Corporation or such other party

28.5 The Corporation may agree to allow the incoming Contractor use of its Hand Held Computers printers and accessories and/or its Radio Equipment Systems until March 2004 whilst the Contractor equipment is on order The Contractor shall be responsible for such equipment at all time and shall be responsible for the maintenance and upkeep of the same whilst in his use and control

28.6 Notwithstanding the provisions of Clause 28.5 the Contractor shall provide his own Digital Cameras and ancillary equipment from the start of the Contract and Hand Held Computers printers and accessories and Radio Equipment Systems as soon as possible and in any event within the first contract year

#### Local Authority Duties

29 All Rights and duties which the Corporation has as a Local Authority or which the Corporation's Officers have as Local Authority Officers are expressly reserved to the Corporation

#### Costs

30. Each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender documents and any Contract documents arising therefrom

### Advertising

31. The Contractor will undertake not to advertise its presence at the Accommodation or the provision by them of the Services nor to discuss the affairs of the Corporation with press or broadcasting media without the prior consent in writing of the Director

### Conflict in Terms

32.1 In the event of any conflict between the Terms and Conditions of this Agreement and the Specification touching upon or concerning the legal liabilities of either party hereto then and in such event the Terms and Conditions of this Agreement shall prevail

32.2 In the event of such conflict arising out of or concerning the nature extent or definition of any operational duty then and in such event the Specification shall prevail

### Audit

33. All payments however occasioned by the Corporation to the Contractor under this Agreement shall be subject to audit by the Chamberlain for which purpose the Contractor shall supply or permit access to such documents however stored or premises as the Chamberlain may reasonably require

### Defects in Corporation Property

34. If during the term of this Agreement the Contractor or its employees agents or sub-Contractor discover any fault defect or other malfunction in any premises or other plant or machinery or equipment provided by the Corporation for the Contractor's use the Contractor shall notify the Supervising Officer forthwith The Supervising Officer shall in the event that at the time of discovery such fault defect or malfunction remains covered by a manufacturers guarantee or is within the defect liability period of any Contract made between the Corporation and any Third Party use his best endeavours to cause the said defects to be remedied by the manufacturers or the Third Party as appropriate

**Copyright**

35. Copyright in the documents comprising this Agreement shall vest in the Corporation but the Contractor may obtain or make at its own expense any further copies required solely for use by them in performing the Services

**Time**

36. Any reference to time in the Specification hereto shall be construed during the period of summer time to be British Summer Time and otherwise to be Greenwich Mean Time

**Law**

37. This Agreement shall be governed by and construed in accordance with English Law

**Interpretation**

38. A reference to any Act of Parliament or to any Order Regulation Statutory Instrument EC Directive or the like shall include a reference to any modification amendment or re-enactment of the same

**Gender**

39. Words importing the masculine gender include the feminine gender; words in the singular include the plural and vice versa

**Headings**

40. Clause headings are for information only and shall not form part of this Agreement

**Waiver**

41. Failure by the Corporation at any time to enforce the provision of this Agreement or to require performance by the Contractor of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of the Corporation to enforce any provision in accordance with its terms



### Severability

42. If any provision in this Agreement shall become void or voidable by the coming into force of any statute or mandatory legislation or shall be declared by any court of competent jurisdiction invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect

### Confidentiality

43.1 The Contractor shall keep confidential all information which may be derived from or obtained under or in the course of this Agreement or which may come into the possession of the Contractor or any employees servants agents or sub-Contractor as a result of or in connection with this Agreement and shall not divulge the same to any third party including subsidiary companies without the prior written consent of the Director

43.2 The Contractor shall only divulge confidential information to those employees who are directly involved in the provision of the Services or in support thereof and shall ensure that such employees are aware of and comply with these obligations as to confidentiality

### Provision of Information regarding Staff (TUPE)

44.1 At any such time as the Corporation seeks or proposes to seek further tenders for the execution of the Services whether upon expiry of this Agreement by effluxion of time or otherwise and in the event of the Corporation believing at that time that the Transfer of Undertakings ( Protection of Employment) Regulations 1981 (S.I. 1981 No. 1794) and/or the EU Acquired Rights Directive 1987/77/EEC apply to this Agreement or to the staff providing the Services the Contractor shall if so requested in writing by the Director provide to the Director and to such other parties as the Director may require within seven days of such written request such information as the Director may require concerning the numbers of the Contractor's staff engaged in providing the Services and their terms and conditions of service In the event of any difference or disagreement

between the Corporation and the Contractor as to the applicability of the said Regulations or Directive referred to in this clause the Corporation's decision shall be final and binding

44.2 The Corporation shall keep any information disclosed to it confidential and shall ensure that it complies with the relevant data protection legislation in respect thereof. The Corporation shall not disclose any such information to any person other than to any persons who have indicated a firm intention to submit a tender to the Corporation to carry out the Services in the period after determination of this Agreement whether by expiry of the Contract Period by effluxion of time or determination under Clauses 9 or 18 of this Agreement

44.2.1 Such information may include any or all of the following about all relevant

staff:-

- ❖ Their current salary
- ❖ Their length of service
- ❖ Their hours of work
- ❖ Arrangements for overtime and whether this is contractual
- ❖ Any other factors that may affect redundancy entitlement
- ❖ Any outstanding industrial injury or other claims
- ❖ Whether their probationary period is current
- ❖ Retirement age
- ❖ Period of notice to be given in the event of termination of employment
- ❖ Current pay agreement and any agreed settlement yet to come into effect
- ❖ Age
- ❖ Sex
- ❖ Annual leave entitlement
- ❖ Sick leave entitlement
- ❖ Maternity/paternity leave arrangements
- ❖ Special leave entitlement
- ❖ Arrangements for season ticket loans and provision of car, if applicable
- ❖ Pension Arrangements
- ❖ Location and any contractual provisions relating to location
- ❖ Nature of job

❖ **Percentage of time spent on contract**

If the Contractor fails to provide this information the Contractor may not be permitted to tender for the subsequent contract. The Contractor shall warrant the accuracy and completeness of this information.

**44.2.2** The Contractor shall advise the Corporation immediately of any changes to these details between the date on which they are provided and the Contract expiry date and shall ensure that the information disclosed is accurate and up to date as at the expiry date and that all known existing liabilities relating to such Staff have been discharged.

**44.2.3** The Contractor shall indemnify the Corporation against:-

**44.2.3.1** All claims costs damages compensation and other liabilities resulting from any failure on the part of the Contractor to fulfil its obligations relating:-

**44.2.3.1.1** To the provision of full up to date and accurate information to the Contractor's employees or their representatives

**44.2.3.1.2** To the consultation with such employees or their representatives

**44.3** The Contractor shall in addition to any other liability or obligation set out herein indemnify the Corporation its employees agents or sub-Contractor against any cost liability or loss which shall arise from any action of any person transferring from employment of any former Contractor to the employment of the Contractor under the provisions of the aforesaid TUPE Regulations

**Notices**

**45.1** Any demand notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by pre-paid first class recorded delivery post or by document exchange or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall subject to proof to the contrary be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be

45.2 Notwithstanding the provisions set out above any notice served by facsimile transmission shall be confirmed by Recorded Delivery post within two working days of the date of transmission

**Force Majeure**

46.1 Neither party shall be liable to the other in respect of loss damage or delay if the cause of such loss etc shall arise from any act of government or other competent authority flood storm tempest or other freak of nature riot civil war or commotion action of hostile foreign state (whether or not a formal declaration of war has been made given or received) fire explosion malicious damage (other than arising from the acts of defaults of the party claiming relief or their employees servants agents sub-Contractor or other persons over whom such party has direct or contractual control) act of God or other force majeure occurrence which could not have been avoided or mitigated by the application of due diligence or foresight

46.2 For the avoidance of doubt it is hereby expressly agreed between the parties that industrial relations difficulties and failure to provide adequate premises equipment materials consumables and/or staff of similar matters which a prudent and diligent Contractor/Company/Managing Agent etc could have avoided with the application of foresight are not to be considered as events of force majeure under the preceding sub-clause

**Best Value**

47. The Contractor acknowledges that pursuant to Section 3 of the Local Government Act 1999 the Corporation is a "Best Value Authority" and is accordingly under an obligation to secure "Best Value" for the benefit (inter alia) of persons/organisations to whom it provides services. The obligation includes a requirement for the Corporation to see continuous improvement in the way in which its functions are exercised having regard to a combination of economy efficiency and effectiveness. During the life of this Agreement it is anticipated that the Corporation will be obliged to consult with various third parties to determine whether it is achieving "Best Value"

in relation to the Services To assist the Corporation the Contractor shall (as part of the Services) :-

47.1 Annually in advance of the annual reconciliation and payment review referred to at Clause 8 undertake in good faith a critical review of the Works and prepare for the consideration of the Director

47.1.1 a written report detailing the Contractor's perception of the success with which the Services are delivered and addressing in particular any areas of the Services which were regarded as having been particularly successful or have been raised as matters of concern during the preceding year together with an analysis of the Contractor's view of the reason for such successes or matters of concern together with a comparison of the Services against similar services performed by the Contractor elsewhere and

47.1.2 providing for discussion with the Corporation (but with no obligation on the Corporation to accept) suggestions for the purpose of improving wherever possible the delivery of the Services in a manner consistent with the Corporation's desire for continuous improvement and

47.2 Attend such meeting(s) as may be called from time to time by the Project Manager to discuss the outcome of any consultations the Corporation may hold with third parties and the potential implications thereof for the Works

48. Lost / Found Property

All articles of lost property which may at any time be found in the performance of the Services carried out under these Conditions shall be delivered to the City of London Police and the Contractor shall as soon as his staff shall have discovered

any of such items take proper precautions to prevent the same being injured or stolen or removed and shall forthwith hand them to or otherwise deal with them as the City of London Police may direct

**THIRD PARTY RIGHTS ACT**

49. Notwithstanding any other provision herein contained nothing in this Contract confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto

IN WITNESS whereof this Deed has been prepared in two parts and one part executed by each of the parties hereto and exchanged the day and year first before written

EXECUTED and DELIVERED as a DEED  
by the said ANDREW JAMES COLVIN as  
Agent for the Corporation of London  
in the presence of:

Comptroller and City Solicitor

EXECUTED and DELIVERED as a DEED  
by

by means of these signatures:-

Director

Director/Company Secretary

## SCHEDULE 1

### SCHEDULE OF INSURANCE

- 1/ Employers Liability - £10,000,000
- 2/ Public Liability (including damage to property) - minimum £5 million for any one occurrence
- 3/ Road Traffic Act Insurance (Third party) for any vehicle or other Transport used in conjunction with or as part of the Services
- 4/ Contents Insurance - To cover Digital Cameras Hand Held computers and accessories uniforms Radio Equipment Systems and Contractor employees personal possessions and Corporation provided equipment and materials

## SCHEDULE 2

BS1 Disc PD 2000 - 1 A definition of Year 2000 Conformity Requirements

**THE CORPORATION OF LONDON**  
**ON-STREET PARKING ENFORCEMENT**  
**THE PARKING ATTENDANT SERVICE**  
**PART TWO**  
**CONTRACT SPECIFICATION**

**April 2003**



**THE CORPORATION OF LONDON  
THE PARKING ATTENDANT SERVICE  
PART TWO  
CONTRACT SPECIFICATION**

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## GLOSSARY OF TERMS USED

ALG	Association of London Government.
AS	Adjudication Service
BMA	British Medical Association
CARS	In-house Group for Representations, Adjudication and Court Action
COPPE	Code of Practice for Parking Enforcement
DC	Despatch Controller
DCS	Despatch and Control System
DfT	Department for Transport
DVLA	Driver Vehicle Licensing Agency
ECN	Excess Charge Notice
EV	Enforcement Vehicle
FCO	Foreign and Commonwealth Office
FPN	Fixed Penalty Notice
GOA	Gone On Arrival
HHCT	Hand Held Computer Terminals
KPIs	Key Performance Indicators
LAN	Local Area Network
COL	Corporation of London
LCD	Lord Chancellor's Department
MMC	Meter Maintenance Contractor
CPF	City of London Police Force
P&D	Pay and Display
PA	Parking Attendant
TfL	Transport for London
PCN	Penalty Charge Notice
PCNAL	Penalty Charge Notice Achievement Level
PE	Persistent Evader
PS	Pound Supervisor
RT	Portable Radio Receiver/Transmitter
RTA	Road Traffic Act (1991)
SPA	Special Parking Area
TIC	Ticket Issue Contractor
TM&PG	Traffic Management and Parking Guidance
TMO	Traffic Management Order
TPO	Ticket Processing Office
VDU	Visual Display Unit
VEL	Vehicle Excise Licence
VQ4	Format through which DVLA is requested to supply vehicle keeper information.
VQ5	Format through which DVLA responds to a VQ4
VRM	Vehicle Registration Mark

## **SECTION 1 : INTRODUCTION**

### **1. INTRODUCTION TO THE DOCUMENT**

#### **1.1 Scope of contract**

##### **1.1.1 The Specification is broken down into two major sections, as follows:**

- Section 1: Introduction
- Section 2: Services for on-street Enforcement

#### **1.2 General introduction**

- 1.2.1** The Corporation of London, amongst other things, is the local authority for the City of London, which is one of the world's leading financial centres. The location is also commonly known as the "Square Mile", which gives a fairly accurate indication of its compact area. It is at the heart of the capital and is well served by rail, the London Underground system and bus services. About 300,000 people work in the City during weekdays with about 95 percent of them using public transport to commute to work. Although it is predominantly a business area, it does have a small residential population, mainly housed in and around the Barbican complex. This is now expanding with the development of more residential areas, hotels and social venues. It is a prestigious location and The Corporation expects its services to be delivered to the highest standards.
- 1.2.2** The Corporation of London, referred to in this document as "The Corporation" decided, following the introduction of the Road Traffic Act 1991, that the required services to manage parking enforcement by the issue of Penalty Charge Notices (PCNs) and by the clamping and removal of certain vehicles would be contracted out. During the last year, in consultation with the current Contractor, The Corporation has sought to introduce a partnership and is attempting to create a very different form of contract. The intention is that the Contractor will bring his expertise in managing Parking Enforcement in the form of a partnership with the Corporation that is assessed against mutually agreed indicators. This document forms the basis of the contract for the Parking Attendant Service.
- 1.2.3** Services for the processing of PCNs, including bulk payment handling, the provision of IT facilities to all aspects of the parking enforcement operation and the management of representations, Adjudication Service interaction and debt recovery will be the responsibility of in-house staff.
- 1.2.4** Tenderers are expected to provide a comprehensive response to the Invitation to Tender, in terms of their ability to fulfil its requirements. Later sections of this document specify the format in which tenderers are expected to respond, and the criteria which will be used to evaluate their tenders.
- 1.2.5** The major bases of the contract are the Road Traffic Act (1991), the Code of Practice on Parking Enforcement (COPPE) issued by the former Parking Committee for London - now Transport for London (TfL), and Traffic Management and Parking Guidances as issued by the Department for Transport. The methods and procedures from COPPE will form the basis for The Corporation's contract wherever possible; Tenderers must, therefore, be familiar with the Act and other relevant legislation, the Code, DfT Guidance and their provisions.
- 1.2.6** Throughout this Specification, the general concept of variable parameters is used; this is essential, as The Corporation may, in consultation with the Contractor, adjust the Service to meet prevailing circumstances in order to create the correct balance between enforcement and customer care. Consequently, wherever a constraint or instruction is contained in square brackets, thus [.....], it implies that the definition of the value or date or whatever is defined, may change at the instruction of The Corporation, that this is to be expected as a routine aspect of the contract, and that The Corporation will not accept any implied costs as a result of doing so.

1.2.7 In various places, reference is made to the responsibility of the Contractor to provide certain items of pre-printed stationery. Any such document may only be used after it has been expressly approved in writing by the Director (as defined in the Conditions of Contract), representing the Corporation. All drafts must be submitted in time to allow for the approval of The Corporation, before the commencement of the contract

## 2. PARKING PROVISIONS IN THE CITY OF LONDON

2.1 The control of parking in the City is based upon the transport policy objectives of The Corporation, which in this respect are to:

- discourage commuting by car;
- discourage through traffic;
- improve road safety and the movement of local traffic;
- protect the needs of residents, businesses and visitors;
- encourage the use of public transport;
- protect the environment;
- improve the conditions for movement of pedestrians and cyclists;
- control on-street parking.

2.2 Surveys have indicated that currently 250,000 vehicles enter the City of London on a weekday and that this volume of traffic has stayed virtually constant since 1990. On average, 91,000 of these motor vehicles have destinations in the City, with the remainder merely passing through. A list of the category and number of vehicles with regular daily business in the City is as follows:

Taxi	37,000	(40%)*
Goods	22,000	(24%)*
Bus and Coach	7,000	(7.5%)
Cars (private non-residential)	6,000	(7%)
Cars (off-street parking)	6,000	(7%)
Cars (on-street parking)	7,000	(7.5%)
Motorcycles	6,000	(7%)

\* Some taxis and goods vehicles make multiple trips wholly within the City

2.3 The Corporation's area is covered by the following two Controlled Parking Zones:

- a) Smithfield Area Controlled Parking Zone in which the controlled hours are all day\*, every day including Sunday and which includes the streets in and around Smithfield Central Market. (\* Parking is reserved for market purposes Mon-Fri: Midnight-1430).
- b) City of London Controlled Parking Zone in which the controlled hours are Monday to Friday 0830 to 1830 and Saturday 0830 to 1330 and which includes all other streets in the City of London. A review of the CPZ will be undertaken as part of the City of London Local Implementation Plan. The review will look at the use of kerbside space in the City area by area. No precise date has been set for this review, however should it have an effect on the PCN levels, the PCNAL will be reviewed in accordance with the procedures set out elsewhere in this document.

- 2.4 All roads within the City are, at times, the subject of waiting restrictions, being mainly during the working day from Monday to Friday, plus Saturday mornings. Certain roads in the east of the City have additional restrictions on Sunday mornings in the vicinity of Petticoat Lane Market. Certain other roads are also subject to longer enforcement periods. Further details can be found in Appendix 9.
- 2.5 Loading and unloading restrictions are widely applied across much of the City.
- 2.6 Permitted parking is extensively available in the form of parking meters and, to a lesser extent, pay and display machines. The Corporation is currently tendering the replacement of all of its on-street payment devices with a new network of pay and display machines which will be introduced during the duration of this Agreement. In addition to metered parking there is a very limited amount of resident's permit parking (9 permits in total), which The Corporation is pledged to phase out.
- 2.7 The City of London Police currently operate a regulated entry zone whereby all vehicles entering the core of the City must pass through periodically manned checkpoints. A plan of the zone and its entry points is included at the end of this document.
- 2.8 There is a defined need to enforce parking restrictions in bus lanes and bus priority routes during restricted hours. The Corporation is planning to introduce CCTV enforcement of bus lanes using an additional controller in a secured control room where specified routes would be monitored and enforced. Although this is not specifically allowed for in this contract it would be the Corporation of London's intention to introduce this during the life of this contract and should this proceed, the Contract will be varied accordingly.
- 2.9 There are four Red Routes within the City, being:  
Goodmans Yard, Minories and part of Mansell Street  
The route crossing London Bridge, King William Street and north along Gracechurch Street and Bishopsgate  
The route crossing Blackfriars Bridge, New Bridge Street and north along Farringdon Street  
The route along Victoria Embankment, Upper and Lower Thames Street.  
The parking enforcement on these streets is undertaken by the City of London Police on behalf of TfL.
- 2.10 The penalty charge applicable to the City is Band A, which was increased from 1 April 2003 to £100.00, discounted to £50.00 if paid within 14 days of issue.
- 2.11 The Mayor's congestion charging scheme was implemented in February 2003. The Corporation has participated in the consultation process of this scheme and has been actively engaged in discussions relating to areas of common interest with the TfL enforcement plans for this scheme.

### **3. BACKGROUND**

#### **3.1 The Road Traffic Act 1991**

- 3.1.1 The implementation of the Road Traffic Act 1991 (RTA) had many consequences throughout the City. The scope of the enforcement of parking in the City increased considerably; the opportunity was presented for policies to be more closely established in relation to the needs of the local resident community, for the business community, for visitors, and for the necessary degree of enforcement to be tailored to achieve these policies, and this will continue as a result of the current review.
- 3.1.2 The Corporation now receives over 18,000 letters per annum and a similar number of telephone inquiries arising from the issue and processing of about 86,000 PCNs each year. The formation of the independent Parking Appeals Service, which is now run by Transport for London, and where motorists may challenge the issue of a PCN if the local authority has rejected their representations. TfL also provide through a Contractor a range of other support services, most notably the TRACE help-line where motorists may



inquire if their missing vehicle has been removed for a parking infringement, and where it may have been impounded.

- 3.1.3 Where motorists have failed to settle their outstanding PCNs, Orders of Recovery are issued by the County Court at Northampton, which if outstanding fines are not settled, may lead to The Corporation employing bailiffs to recover the outstanding debts.
- 3.1.4 Clamping, Removals, Vehicle Pound and Restoration Service has been established through the separate, but complementary, contract for the vehicle clamping, removal and pound service. The present location of the pound is at Warton Road Stratford.
- 3.15 The provision and continued support of the computerised PCN processing and operational management system by the Greater London Magistrates Court Authority (GLMCA) based at the City of London Magistrates' Court (CLMC) under a Service Level Agreement with the Director. The CLMC also currently provide a notice printing service, notice procurement (including PCN carrier, associated payment slip and manually issued PCNs) and they arrange for the employment of bailiffs.

## **3.2 FUTURE CONSIDERATIONS THAT MAY INFLUENCE THE SERVICE**

### **3.2.1 General Considerations**

3.2.1.1 There are a number of future considerations that may have a bearing on the scale and nature of the parking enforcement service during the course of the contract. At present, it is not possible to indicate what the precise impact on the Parking Attendant Service might be. The Contractor will, nonetheless, be expected to assist The Corporation with any reasonable changes it may wish to make to the service. A list of the currently known issues is as follows:

- London Bus Priority Network
- Motorcycle Parking in the City
- Congestion Charging
- Corporation of London's Parking Plan ( under review )

3.2.1.2 The Corporation will be participating in the enforcement of bus lanes using CCTV cameras. At this stage it is not clear if such a project will be part of this contract, but it is likely that if the Corporation does introduce it, an additional controller would be employed for this purpose, but no guarantee or commitment is given at this stage.

3.2.1.3 Over 1000 motorcycles park in designated bays in the City on weekdays (mostly commuters), at no cost. It is likely that a study may be undertaken to assess if it would be feasible and desirable to charge for motorcycle parking.

3.2.1.4 The Director will endeavour to keep the Contractor informed of any matters that may affect the service, so that the Contractor may produce proposals as necessary to plan and adapt the Service.

### **3.2.2 Greater London Authority**

3.2.2.1 The Greater London Authority Act made provision for the establishment of the Greater London Authority and provided for the election of the Mayor of London and the London Assembly. The Act also provided the Mayor and the London boroughs with enabling powers, which allows them to introduce road user charging and a levy on workplace parking.

3.2.2.2 The Act established two executive bodies - Transport for London and the London Development Agency. Transport for London have assumed highway and traffic powers for the Greater London Authority Road Network. The routes in the City that form part of the initial new network are:

- Blackfriars Bridge to Farringdon Road
- Victoria Embankment to Byward Street
- London Bridge to Bishopsgate
- Tower Bridge and the Inner Ring Road
- Farringdon Street, New Bridge Street and Blackfriars Bridge
- Upper and Lower Thames Street, Victoria Embankment

The GLA Bill contained provision for roads to be added or deleted from the GLA Network by agreement between the Mayor and the local authority concerned.

### **3.3 THE CORPORATION'S ROLE**

#### **3.3.1 Enforcement Management**

3.3.1.1 The Corporation will take a partnership role in *the* enforcement of the parking regulations. There will be a number of primary functions which will be carried out by the Director, which will include:

- administration of the contracts for the on-street enforcement service;
- control of the operation both during and outside normal hours.

3.3.1.2 The Corporation will retain responsibility for certain critical operational decisions. These decisions will be followed by the Contractor at all times, as they will affect operational management, or matters of customer care. Such areas of decision will be notified to the Contractor from time to time.

3.3.1.3 The Corporation will supervise all operations involving special events. Each November the Lord Mayor's Show is a major event which involves the Contractor's staff. Throughout the year other major events take place, some at short notice. The Corporation of London prides itself on its responsiveness to special occasions and the Contractor will be expected to react accordingly.

#### **3.4 TfL Role**

3.4.1 Transport for London provide certain services on a centralised basis, to all the local authorities in London. The Contractor will not normally be required to interact directly with these services.

#### **3.5 Police Role**

3.5.1 The City of London Police, which is wholly independent of the London Metropolitan Police Service are responsible for the enforcement of parking infringements on Red Routes and for other parking contraventions in the SPA, as permitted by current legislation. Periodically, on a priority basis, they may seek assistance from the Corporation's parking enforcement service to deal with specific vehicles that are in contravention of the Regulations in the decriminalised area. The Contractor will endeavour to assist the police promptly in accordance with any instructions that may be issued by the Director.

3.5.2 The Contractor is likely to have regular operational contact with the police in the course of undertaking his enforcement duties. Any special events which require the joint involvement of the City of London Police and the parking enforcement services will be notified by the Director in advance, to the Contractor and he will be required to provide the necessary resource, as requested.

3.5.3 The Contractor will be expected to forge a good working relationship with the City of London Police, generally to assist in the proper management of parking and traffic matters in the City, and in particular to facilitate:

- the notification to the police of offences against which the Contractor can take no action;

- requests for assistance from the Contractor in support of his site staff who may be in need of assistance while in the course of carrying out their duties;

### 3.6 Volumes

- 3.6.1 The number of valid PCNs that have been issued during the course of the two Parking Attendant Service contract that commenced in November 1994 are as follows:

Year	PCNs Issued
1	89,000
2	97,000
3	103,000
4	114,000
5	100,586
6	88,270
7	96,430
8	86,320

It should be noted that in Year 4 limited extra Parking Attendant resources were deployed (at The Corporation's additional expense) to gauge if the routine number of enforcement staff was at an optimum level, and to see what the resultant impact would be on the issue of PCNs.

- 3.6.2 The corresponding numbers of vehicles that were either clamped or removed were as follows:

Year	Clamps	Removals
1	1,956	1,380
2	1,951	1,540
3	1,939	2,310
4	2,350	2,304
5	2,319	1,983
6	1,983	2,050
7( 8 months only)	1,495	1,190
8	1,992	362

The number of Removal Vehicles was increased from one to two during the latter part of Year 2 to compensate for the Vehicle Pound being relocated to a new site that was further from the City than the original location. Only one Clamping Vehicle has been used throughout the initial enforcement contract. Since the commencement of the new Clamp and removal contract in March 2002 the emphasis has been changed from removals to clamps. One removal vehicle is now engaged in priority removals for obstructions and more serious parking contraventions. Two clamp vehicles are employed to deal with all other enforcement actions.

## 4. CONTRACT MANAGEMENT

### 4.1 Performance

- 4.1.1 The performance of the Contractor will be measured against six (or seven) Key Performance Indicators (KPIs). These are set out in Appendix 16. Payment of part of the amounts due to the Contractor will also be made on the basis of the Contractor's performance against these indicators.
- 4.1.2 The Contractor shall provide in the Pricing Schedule a percentage value which, when applied to the sum of his staff costs and the sum as calculated for overheads and profit, and will give an amount to be called the Maximum Performance Payment. This will be paid each month in accordance with the procedure set out below. This percentage shall be a value between 2% and 10%. The Pricing Schedule will contain two options which must both be priced. The first option is for six KPIs; the second option contains a seventh KPI (the Penalty Charge Achievement Level or PCNAL).
- 4.1.3 The percentage as inserted in the Pricing Schedule shall be applied to the Contractor's annual staffing costs and overheads and profit value (as calculated in accordance with the terms of the Contract at the start of that contract year) to produce a sum. This sum shall be called the Maximum Performance Payment. It shall be divided into thirteen equal parts to produce a maximum amount payable per four-week period. This amount shall be divided by six to produce an increment. Each period, one increment (or in some circumstances, as set out below, two increments) will be added or deducted from the amount to be paid depending on the Contractor's performance based on the KPIs. The payment mechanism is illustrated in Appendix 17.
- 4.1.4 For those indicators where continual improvement is possible, the performance level required for an indicator to be satisfied increases as the contract progresses in accordance with Table One. The Minimum Daily Requirement for PAs rises in years 3 and 5. The remaining minimum staff requirements as set out in Appendix 14 are fixed throughout the contract.

**Table One - Key Performance Indicators  
Performance Increase over time**

Performance Indicator	Measuring Process	Four-week Period (inclusive)					
		Period 1	Periods 2-12	Periods 13-25	Periods 26-38	Periods 39-51	Periods 52 on
Minimum Daily Requirement	Number of PAs	Not asses'd	17	17	18	18	19
Average Daily Requirement	Average met (person/hours)	Not asses'd	Met / Not Met	Met / Not Met	Met / Not Met	Met / Not Met	Met / Not Met
Contractor's audits	Delivered on time and to format.	Not asses'd	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Training plan progress	Targets in plan met	Not asses'd	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Pocket Books	Percentage	Not asses'd	70	75	80	85	90
Photographs	Percentage	Not asses'd	70	75	80	85	90
PCNAL (Additional for Option 2)	Number of PCNs	Not asses'd	Met / Not Met	Met / Not Met	Met / Not Met	Met / Not Met	Met / Not Met

- 4.1.5 Until regular performance data is available, for the first two periods the initial payment will be set at two increments. At the end of period two, the performance for period two will be reviewed and if the Contractor has achieved the target number of indicators (as set out in Table Two below) then an increment will be added. If not an increment will be deducted. Increments will be added or deducted in subsequent periods, depending on performance.

**Table Two  
NUMBER OF KEY PERFORMANCE INDICATORS TO BE MET  
FOR PERFORMANCE PAYMENT TO GO UP**

PERIOD	2 – 12	13 – 25	26 – on
No OF INDICATORS	Option 1: 4 Option 2: 5	Option 1: 5 Option 2: 6	Option 1: 6 Option 2: 7

- 4.1.6 If the Contractor achieves four periods of very good performance (after the first period), he will achieve the maximum, set at six increments. To stay at the top, performance must be the same as it would be as if it were possible to go up. As the contract progresses, the targets for some indicators will go up (as in Table One), and the number of KPIs that must be achieved each month (if the performance payment is to increase) also go up.
- 4.1.7 If performance targets are not met, then increments shall be deducted from the payments due to the contractor. Given the initial payment will be set at two increments, if there are two periods of decline from the start of measurement, then the increment number will fall to zero. Further decline from this point will result in increments being deducted from any payments due to the Contractor. To be a deterrent, once below the zero point, increments (whether added or deducted) will be doubled, so maximum deductions of six increments could be reached in only three periods of continual decline.
- 4.1.8 This process is intended to allow the Contractor to show all his staff just how performance on their work (like, say a poor pocket book, or poor attendance) has directly affected the contract payments. As the targets get tougher during the contract, and as the number of targets to be reached goes up, the Contractor must manage the staff better to achieve or retain the performance payment. This is in addition to any defaults and, under Option 1, any liquidated damages that might be payable. For clarification, under Option 2, the PCNAL is a Performance Indicator and not a matter for liquidated damages.
- 4.1.9 If performance falls for three periods continually then the Director will require high level management action from the Contractor, which shall be discussed at the next Contract Review meeting.
- 4.1.10 Audits of the Contractor's own monitoring of the contract will be carried out regularly by the Director and should he find any misrepresentation on the part of the Contractor then as well as any management action, the performance payment will be immediately reduced by three increments, doubled if this takes the position below the zero point, irrespective of actual performance that period. The Contractor will therefore have to recover the lost increments over the following periods. This process will not be implemented without review at senior management level, as such a situation would also be regarded as a serious breach of the trust which this contract is intended to foster, and would cast serious doubt on whether the Contractor should be allowed to continue. If necessary, the Dispute Escalation Procedure may be invoked.

**4.2 Default System**

- 4.2.1 Failure to perform in certain areas will be attributed a default point total identified in Appendix 10. Default points will be assessed for each four week period and the total reset to zero on the first day of the following period. If the total is below the threshold of 500 points in any four week period the default total will be noted but no financial deductions will be made. In the event that the total default points exceed the threshold total of 500 points, then the four weekly meeting will review a written report from the Contractor stating his explanation for such non-performance and the actions he proposes to avoid further defaults. The sum due for defaults will be deducted from the next account.

#### 4.3 Penalty Charge Notice Achievement Level (PCNAL)

- 4.3.1 This Tender presents two options in the Pricing Schedule. Under Option 1 (six KPIs) the contractor will be expected to reach a Penalty Charge Notice Achievement Level (PCNAL) of at least 55,000 issued PCNs per annum, with the Director imposing liquidated damages of £50.00 for every PCN below the agreed target. Option 2 specifies seven KPIs; the extra KPI being a requirement to reach a seasonally adjusted PCNAL per period, equivalent to 55,000 issued PCNs per annum. For Option 2, liquidated damages would not be applied to any shortfall, but instead, failure to meet the KPIs would result in loss of a performance payment increment as specified in Section 4.1.
- 4.3.2 Option 1, PCNAL assessed by liquidated damages: The Contractor will be expected to reach a PCNAL of at least 55,000 issued PCNs per annum. The PCNAL will be reviewed on each anniversary of the start of the contract. The PCNAL will be measured per four-week period and a target for each period that allows for seasonal fluctuation will be agreed. Should the PCN issue rate fall below the agreed target in any four-week period then the Director will impose liquidated damages of £50.00 for every PCN below the agreed target. However no damages will be imposed or reimbursed for the first three four-week periods of the contract and the balance at the end of this period will be deemed to be zero. If in a subsequent four-week period within the same PCNAL assessment period (contract year) the number of PCNs issued is above the agreed target for that period, then any liquidated damages previously collected in that year will be reimbursed to the value of £50 per PCN above the agreed target. The liquidated damages will be reconciled at the end of each PCNAL assessment period, when the level will reset to zero and the Contractor shall pay or the Corporation shall reimburse the balance of any liquidated damages due under this clause of that time. The imposition of liquidated damages for failure to achieve PCNAL is separate from the Performance Payment or any default deductions that may be imposed.
- 4.3.3 Option 2, PCNAL assessed as a KPI: For Option 2, liquidated damages would not be applied to any shortfall, but instead, failure to meet the KPIs would result in loss of a performance payment increment as specified in Section 4.1. Every four weeks, the Contractor will be expected to issue PCNs equivalent to at least 55,000 PCNs per annum. The four week target may be seasonally adjusted by agreement with the Director. The annual PCNAL will be reviewed on each anniversary of the start of the contract. Should the PCN issue rate fall below the agreed target in any four-week period then the Director will deduct a performance payment in line with the KPI procedure. However, this KPI will not be assessed during the first four week period of the contract. Any changes to the performance payment are separate from any default deductions that may be imposed.
- 4.3.4 The Corporation recognises that the operating environment in the City may fluctuate during the course of the contract and that this may affect the number of PCNs that can be issued. The Contractor will jointly with the Corporation put in place procedures for the collection of data and the measurement of change in the operating environment. The Corporation will consider a change in the PCNAL as a result of measurable changes in the operating environment. If the PCNAL is changed as a result of the review the new PCNAL will after the first year of the contract apply for a minimum of thirteen four-week periods and have no retrospective effect. The Corporation will not adjust the PCNAL if the shortfall in PCNs is considered by the Director to be as a result of poor performance, for whatever reason, by the Contractor. If the review agrees a revised PCNAL, this new PCNAL will apply from the anniversary date, and not from the date of when agreement is reached.
- 4.3.5 Where the operating environment changes and the ability to issue PCNs increases significantly using the contracted staff level, e.g. were charges to be introduced universally for the on-street parking of motorcycles, the Director may increase the PCNAL in consultation with the Contractor. In all cases the revised PCNAL will be set by the Corporation following consultation with the Contractor.
- 4.3.6 Any additional resources employed by the Contractor to achieve the PCNAL, over those set out in the Pricing Schedule will be at the Contractor's expense.

4.3.7 Under NO circumstances will the Contractor introduce an incentive scheme for his staff that is in anyway related to the direct issue of PCNs or the PCNAL.

#### 4.4 Contract Management Systems

4.4.1 The Director requires that the Contractor implements any necessary management procedures to ensure that there is a sound financial control system installed, which ensures the full probity of the Service provided under this agreement. As part of the tender submission the Contractor shall provide details of the management procedures that he proposes to implement by answering four questions as set out in Appendix One, and if his tender is accepted the Contractor shall implement his proposals immediately the contract is awarded.

4.4.2 The Corporation of London shall have access at all reasonable times to the Contractor's audit files and working papers, timesheets, staff pay sheets and other data that relates to this contract. The Corporation undertakes to use this data solely for the verification of this contract and to keep this data confidential.

4.4.3 The Contractor shall inform all his staff of the requirement of the above clause and that data pertaining to them will be used for the purpose given.

#### 4.5. Dispute Escalation Procedure

4.5.1 The Director and the Contractor will agree an escalation procedure which will result eventually, in faults in service delivery being brought to the attention of the most senior executive level within the Contractor's company and the Corporation. There will be a number of stages through which this process will escalate before such action is necessary, and the intention will be that any such issues are resolved at the local level whenever possible.

4.5.2 Disputes arising between the Contractor and the Corporation shall in the first instance, be dealt with by the Contractor's supervisory staff, and the authorised officers of the Corporation. In the event of a failure to settle such disputes they will be passed to the Director for attempted settlement with the Contractor at a more senior level, before any formal adjudication procedures can be invoked by either party.

#### 4.6 Four Weekly and Annual Reports

4.6.1 The Contractor will submit written reports at these intervals, describing the performance of the Service against performance measures in particular, but also highlighting potential problems, suggestions for improvement, and such issues. These reports will form the basis of the regular contract review meetings.

4.6.2 The four weekly reports will concentrate on operational matters, giving performance reports, usage details and such matters. The annual report will be at a strategic level and will identify the operational issues for the following year, including issues of overall Service provision, charging mechanism, strategic development, rates of pay, and like matters.

#### 4.7 Contract Review Meetings

4.7.1 These will be held no less often than four weekly, to review regular events, service delivery and performance indicators.

4.7.2 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 meetings will be attended by the relevant personnel from each organisation, and will identify issues where action is required by either party.

4.7.3 Both types of meeting will be minuted, and the minutes will form an important aspect of recording the progress of the contract.

4.7.4 The Contractor will be required to provide the Director monthly with management information and statistics to enable the Director to measure the performance payment. The Contractor will also supply to the Director at the start of contract and thereafter on demand and least annually data and calculations to show the average pay rates for each grade of staff.

4.7.5 The Corporation expects the Contractor to take a positive role in continually reviewing the service and to periodically make suggestions to the Director for adjusting or improving the operations.

#### 4.8 Contract Termination

4.8.1 The termination of the contract after 5 years, or earlier if required, will be facilitated by the Contractor, who will co-operate with the incoming organisation to ensure a smooth, effective hand over of responsibility.

4.8.2 This transfer may include, but will not be limited to, the copying of data from files and databases into a format agreed for hand-over, and the hand over of documentation in an updated form.

4.8.3 It will also include the hand over of all documents which have been retained by the Contractor as a part of his contract, including documents such as correspondence.

5. (not used)

#### 6. STAFFING.

##### 6.1. Staffing Structure and Costs.

6.1.1 The Corporation will pay for the establishment level required by the Contractor exclusively for this contract and based at the Contractor's operational base at the rates entered by the Contractor in the pricing schedule (and the Appendix) provided that the Contractor can show to the reasonable satisfaction of the Director that he is paying rates equal or greater than the rates entered in the Appendix to the Pricing Schedule. The Corporation will pay for staff per four-week period at one thirteenth of the annual cost as inserted in the Pricing Schedule, or at the annual cost as subsequently adjusted in accordance with the terms of the contract.

6.1.2 The Contractor must ensure that all staff he provides in the performance of this Agreement are of the right calibre and possess the necessary training and experience to fully meet his obligations under the contract.

6.1.3 The Corporation considers that the Contractor will not be able to fulfil the requirements of clause 6.1.2 with average rates of pay for a PA of less than those paid to PAs in areas surrounding the City. Therefore the Contractor shall pay Parking Attendants in Year 1 an average pay rate of at least £18,000 per annum, (before the addition of National Insurance and Pension). This may be made up of a combination of salary and bonus at the Contractor's discretion. However, in satisfying these conditions, bonus payments must be no greater £1,500pa.

6.1.4 In Year 2, the average pay rate must increase to at least £18,750, with bonus payments no greater than £1,575pa. Tenders based on less than these average rates of pay will be rejected. Increases in Year 2 over and above those set out above, and increases in Years 3 to 5, will be subject to negotiation between the Corporation and the Contractor as detailed in Clause 8.7.1 of the Conditions of Contract. The Corporation also considers that a suitable staffing structure and training procedures should allow for the progression of PAs to Senior PAs and to Team Leaders. Parking Attendants shall work in teams of a maximum of six, each team including at least one Senior PA and managed by a Team Leader. Parking Attendants, Senior PAs and Team Leaders shall work in two shifts of not more than nine hours per day on Monday to Friday (including meal breaks).

6.1.5 Operational staff shall work in accordance with the staff work patterns as set out in Appendix 15.



- 6.1.5a The Contractor will be expected to set up procedures for ensuring that staff are properly managed, trained and organised, such that absenteeism is kept to a minimum and staff are properly motivated. The Contractor shall decide the Establishment level he needs to employ (which shall include the specific staff roles as set out below and be greater or equal to the Average Daily Requirement) and he will be deemed to have accepted and agreed that this number of staff will be sufficient to ensure that the Minimum Daily Requirement is always met and that the Average Daily Requirement is met (barring exceptional circumstances) and is sufficient to provide the service and to achieve the PCNAL.
- 6.1.6 The Contractor shall insert in the pricing schedule for each staff function, the number of PAs he proposes to fulfil the Average Daily Requirement and the number he proposes to employ (the establishment level). This number shall be used to calculate the Contractors' tender price. The Contractor shall ensure that the number of staff employed is sufficient to cover for training, sickness, injury, absenteeism, the effects of disciplinary action, annual leave and like matters, such that the Average Daily Requirement is met barring exceptional circumstances and the Minimum Daily Requirement is always met. All staff listed in the Pricing Schedule shall work solely and exclusively on this contract and shall work from the Contractor's operational base.
- 6.1.7 The Pricing Schedule gives the opportunity to vary the average rates of pay to be paid to staff from year to year to reflect the effects of improved training, and improved conditions. The Pricing Schedule also gives the opportunity for an enhanced rate of pay to be available for weekend working. It is the intention of this contract to allow provision for staff to be paid extra for weekend working, rather than be rostered as a matter of course to work on Saturdays and Sundays without an enhancement. Therefore, the ordinary five day working week shall not include Saturdays or Sundays.
- 6.1.8 Variations in the number of staff will be agreed jointly during the contract period to reflect changes in the operational environment, changes to the PCNAL, changes in the operating hours or other relevant events. Variations shall be proposed and discussed at the Contract review meetings, and the Contractor and the Corporation shall work together to produce evidence to justify the proposed variation. All such changes shall be agreed by the Director of Technical Services of the Corporation and a senior manager for the Contractor. The financial effect of any variation shall be assessed using the rates and prices inserted by the Contractor in the Pricing Schedule and the appendix thereto.
- 6.1.9 The Contractor and the Corporation shall work together to anticipate events that may lead to changes in the operating environment, such that the numbers of staff employed can be adjusted in a timely manner.
- 6.1.10 In all cases the amount to be paid in the year following for overheads and profit, and the Maximum Performance Payment, shall be calculated using the percentages inserted by the Contractor in the Pricing Schedule, multiplied by the staffing costs as agreed at the start of the relevant year, and shall be fixed for that year.

## **6.2 Specific Staff Roles**

- 6.2.1 The Contractor shall provide staff to fulfil specific roles as set out below who shall work solely and exclusively on this contract and work at or from the Contractor's operational base. Where indicated in Appendix 14, these staff must be provided as part of the Minimum Labour Requirement.

### **The Contract Manager**

- 6.2.2 The Contractor shall provide a Contract Manager, will be given overall responsibility to manage and control the daily routine services and who must have the authority to respond to any instruction from the Director on matters relating to day to day operations and service planning. The initial appointment of the Contract Manager must be approved in writing by the Director before the commencement of the service, and any subsequent changes must similarly be sanctioned in writing.

- 6.2.3 The post holder or assistant must be available to be contracted by the Director, but not necessarily on site during operational hours, Monday to Friday and the working hours of the postholder should reflect the operational requirements of the service.

#### **Assistant Managers**

- 6.2.4 The Contractor shall appoint at least one Assistant Manager, capable of assuming overall control in the absence of the Contract Manager.

#### **Pedal Cycle PAs**

- 6.2.5 As part of the parking enforcement of main routes, the Contractor shall provide four Pedal Cycle PAs to continuously patrol the main routes identified by the Director, from 0700 to 1900 hours Monday to Friday. Individual shifts should not be more than nine hours in duration. Each Pedal Cycle PA will be provided with an appropriate pedal cycle and relevant protective clothing and uniform, by the Contractor

#### **Motorcycle PAs**

- 6.2.6 To monitor parking activities around building developments, and to respond to any ad-hoc parking problems that are identified by the Director, the Contractor shall at the commencement of the Contract supply one Motorcycle PA who will continuously patrol the development sites which are specified by the Director from time to time, during the hours of 0830 to 1830 hours Monday to Friday. Each Motorcycle PA will have to be provided with an appropriate motorcycle by the Contractor and protective clothing which shall comply with health and safety regulations. The number of motorcycle PAs to be provided is dependant on the level of building activity in the City. Any changes to this requirement will be regularly reviewed between the Director and the Contractor in light of changes to the number of developments taking place.

#### **St. Paul's Churchyard and Tower Hill Coach Park Static PA**

- 6.2.7 To ensure that the coach parking area at St. Paul's and the highway adjacent to the Tower Hill Coach Park are effectively patrolled and enforced, the Contractor shall provide two PAs, each of whom will work at these locations only, from 0830 to 1830 hours Monday to Friday and 0830 to 1330 hours on Saturday. Should St Paul's coach park be suspended from use, or is underused during the winter months, and the Director confirms that a PA should not be stationed at St Paul's during this period, then the PA will be used to provide routine patrolling duties.

#### **Mobile Parking Enforcement Patrol**

- 6.2.8 To ensure that the City is adequately patrolled outside normal working hours, the Contractor shall provide a Mobile Parking Enforcement Patrol from 1900 and 0700 hours on each day, 1330 to 1900 hours on Saturdays, and 0700 to 1900 Sundays. During these periods the Mobile Parking Enforcement Patrols should undertake general parking enforcement duties throughout the City, as instructed by the Director which will include bay suspensions. The Mobile Parking Enforcement Patrol shall consist of a Senior Parking Attendant or other Supervisor, a Parking Attendant, in an appropriate vehicle which shall be supplied by the Contractor.

#### **Despatch Controller Co-Ordinator**

- 6.2.9 As defined in paragraph 1.4.2 of the Specification the Contractor shall provide a Despatch Controller between 0700 to 1830 hours Monday to Friday to oversee and direct the administration and prioritisation of the vehicle clamping and removal operational vehicles.
- 6.2.10 As defined in paragraph 15.2.2 of the Specification the Contractor shall provide a Radio Operator between 0800 to 1900 hours Monday to Friday and 0800 to 1400 on Saturday, to respond to and to issue all radio messages received from on-street enforcement staff.

### **Help-Line Co-Ordinator**

6.2.11 The Contractor shall provide a help-line co-ordinator between 0830 and 1900 hours Monday to Friday to respond to telephone requests for assistance from members of the public, Corporation of London staff and City of London Police. The help-line will be marketed by the Corporation as a "hot line" for reporting illegally parked vehicles. The Co-Ordinator will also be responsible for watching and identifying from the CCTV potential offenders and directing the pedal cycle patrols.

### **On-Board PAs**

6.2.12 As defined in paragraph 1.4.3 of the Specification the Contractor shall provide On-Board PAs (OBPA) to accompany the EVs and to instruct the EV operative/driver as regards the clamping or removal of an authorised vehicle. The number of On-Board PAs to be supplied are:

2 no. OBPA to accompany clamping EV's - 0845 to 1830 hours Monday to Friday.

1 no. OBPA to accompany removal EV - 0700 to 1900 Monday to Friday

### **Petticoat Lane PAs**

6.2.13 To address the parking problems around the Petticoat Lane Market, which operates on each Sunday, the Contractor shall allocate 1 no. PA to continuously patrol the local streets between 0900 and 1600 hours on each Sunday. This is in addition to the mobile parking enforcement patrol specified in Paragraph 6.2.8.

### **Team Leaders**

6.2.14 The Contractor shall provide Team Leaders who shall be working Parking Attendants, and who shall be responsible for a team of up to six, made up of PAs and at least one Senior PA. They will be accountable for that team's performance, training and management. They will be required to monitor each team member and carry out regular training needs assessments.

## **6.3 Parking Attendants**

6.3.1 As well as the above personnel, the Contractor will provide, staff resource of a calibre, and with experience and training to fully meet the obligations under the contract. The Corporation acknowledges that the Contractor may well be taking over an existing workforce, and that the training plan to be put in place by the Contractor will produce the calibre of staff required only after a period but for the avoidance of doubt, the Corporation will be expecting that the Contractor shall produce a significant improvement in staff quality within one year of the start of the contract.

6.3.2 The times when staff are on an approved break will be indicated in the staffing schedule. When it is proposed that rest breaks will be taken away from the Operational Base, the location of such rest venues will be approved in advance by the Director.

6.3.3 As defined, the Contractor shall provide a written record, on a predefined form, National Insurance number, date and place of birth, nationality and a signed passport photographs for each employee allocated to the contract. Full details of next of kin should also be provided. The Corporation will be consulted and its written agreement obtained, before any change is made to the Contractor's site management structure as applied to this contract.

## **6.4 Other Staff**

6.4.1 The Contractor may wish to employ and include in the Pricing Schedule other staff who will be employed on this contract, for example to provide administrative or training functions. Such staff need not be full-time employees, nor need they be employed for the full five years, but only the time they are employed wholly and exclusively on this contract shall be entered in the Pricing Schedule.

6.4.2 The Contractor is required to ensure that the terms and conditions of employment of his staff comply with all applicable legislation.

## 6.5 Staff Selection

6.5.1 The calibre of staff to be used is critical to the success of the entire operation. The Contractor's administrative staff handling the office-based functions must be numerate and literate, as well as being capable of dealing with members of the public, when tense and difficult situations arise. On-street staff will inevitably come across aggressive behaviour from members of the public, and they must be capable of a restrained attitude despite the provocation. All staff must be literate in the English language and have good communication skills. Any member of staff who comes in contact directly, or indirectly over the telephone, with members of the public must be properly trained to deal with aggressive and abusive behaviour. The Corporation will place great emphasis on the standard of "customer care" with respect to all the service activities.

6.5.2 The Corporation will require the Contractor to remove from employment under the Corporation's contract any member of staff, who in the reasonable opinion of the Director, is unsuitable for the post. Such a person will then be barred from working on this contract in the future.

6.5.3 The Contractor will be required to provide a suitably qualified replacement for any rejected member of staff within a reasonable time, depending on the post concerned. The removal of any unsuitable member of staff will not give rise to a waiver of any of the Contractor's obligations under the contract. Payment by the Corporation for posts temporarily vacant as a result of the award of unsuitable staff will continue, provided the Contractor is taking reasonable steps to fill them.

## 6.6 Staff Training and Behaviour

6.6.1 The Contractor must ensure that all his staff receive appropriate training to enable them to carry out their duties in a capable and efficient manner, and that they also receive training in customer care and made aware of their obligations under the Disabilities Discrimination Act. The Contractor shall ensure that all staff (excluding the manager and assistant manager) receive at least seven days training in the first year of the contract, and that all new operational staff receive seven days training in their first year. These training days will involve the removal of staff from their daily duties. The manager and assistant manager will be trained and qualified, and any professional training will be deemed to be included in the Contractor's overheads.

6.6.2 For staff that are directly involved with enforcement of the Regulations it is imperative that they receive suitable instruction in their duties, and can demonstrate competence in their intended role, before they are permitted to carry out their function on-street. The Contractor's staff will be given training by the Contractor, to a standard and scope comparable to the now defunct training programme for certificated Parking Attendant Supervisors and Parking Attendants that was formally introduced by the Parking Committee for London (PCfL). This may be enhanced by the Contractor's own development plan for staff, which shall have clear targets built in. All of the dedicated site staff, irrespective of category or grade, must attend a "local module" that will be given from time to time by the Director to emphasise The Corporation's objectives and standards. (This will take approximately two hours and should not be counted as part of the seven days training time).

6.6.3 The Contractor will be aware that a National Vocational Qualification (NVQ) in Parking Control, Level 2 has recently been introduced and that it is meant to take the place, to a certain extent, of the original PCfL scheme. The Contractor may use this as a basis for their Training Plan, but other alternatives will be considered. The progress of staff through the Contractor's Training Plan will be assessed as a KPI.

6.6.4 Not used.

6.6.5 Not used.

6.6.6 The Contractor shall submit with his tender his answer to the question on his staff training arrangements which will form part of the quality assessment. The Director and the Contractor shall review the training provision prior to the award of the contract, and also periodically during the course of the contract. The Contractor will consider any pertinent comments that the Director may make about the training provision and standard, and immediately rectify any deficiencies identified in his training programme within the resources he has allocated, entirely at his expense. The Contractor will also carry out on-going training-needs assessments on all operational staff and ensure that any identified training requirements are carried out. It is hoped that this will also encourage staff to develop their skills and improve on their performance.

6.6.7 In particular, training in the methods of dealing with members of the public is vital. The Corporation requires all members of the public to be dealt with in a polite and restrained manner, in all circumstances. Operational staff must be able to communicate with members of the public and deal with enquiries in a professional manner. The attitude adopted by the Contractor's staff reflects on The Corporation, and staff must be made aware of the need for politeness and a helpful attitude at all times. The Corporation must be made aware of all complaints against the Contractor's staff, and each incident must be fully investigated and recorded, with all details being provided to the Director within five working days.

6.6.8 Where technical training in the use of The Corporation's computer facilities, or other equipment is needed, initial training will be provided by the Corporation, at no cost to the Contractor. The Contractor may have up to two senior staff trained at the commencement of the Contract. Thereafter, the Contractor will be required to train his own staff.

#### 6.7 Annual Pay Increases

6.7.1 The Corporation and the Contractor shall annually review the pay rates of staff in order to ascertain whether the Corporation aim of maintaining rates of pay that will attract the correct calibre of staff is still being met. These reviews shall be conducted in accordance with the Annual Price Revision arrangements as set out in Part One.

6.7.2 The Contractor shall collect and present for the Annual Contract Review meeting evidence to support any pay increases he is proposing.

#### 7 UNIFORM

7.1 All Parking Attendant Supervisors, Parking Attendants and other staff who may be directly involved in the enforcement of the Regulations will be required to wear an approved uniform at all times when on duty. Uniforms will not be worn when staff are off-duty.

7.2 The Corporation requires that all uniformed staff should be dressed in a manner and style that produces a smart appearance, commensurate with working in one of the world's leading financial centres. The uniform shall be in an approved shade of black and be in a style similar to, but readily distinguishable from a Traffic Warden's uniform. It shall be hard wearing, retain its appearance after cleaning and, above all, be comfortable to wear. The uniform must be serviceable in use and be able to accommodate the equipment that the Parking Attendants will have to carry. The Contractor shall treat the COPPE specification as a minimum requirement for The Corporation's services.

7.3 Additionally, the uniform shall incorporate:

- a plain red hat band

- a metal cap badge incorporating the Corporation's crest and the words in capitals "PARKING ATTENDANT";
  - tunic badging which shall comprise:
    - a breast pocket badge incorporating the Corporation's crest and the wording "CORPORATION OF LONDON (in white) PARKING ATTENDANT (in red)";
    - a breast pocket badge or similar incorporating the Parking Attendant's unique number
    - epaulettes bearing the Parking Attendant's unique number and the words in writing stating "PARKING ATTENDANT (in white)";
    - lettering will be embroidered;
    - tunic buttons will be metal, silver in colour and will be embossed with the Corporation's badge;
    - a suitable badge incorporating the Contractor's company logo, at the absolute discretion of the Director
    - great coats or anoraks of an approved shape and form will be in an approved shade of black and comprise;
    - breast pocket badges as described for the tunic above.
    - shirts/blouses shall be white, incorporate similar badging to the tunic badging and be worn with a black tie incorporating a visible Corporation of London crest;
  - stockings/socks shall be black and worn with plain black shoes (not trainers).
- 7.4 Within 2 months of the commencement of the contract the Contractor will bring forward proposals for a design for the uniforms for the pedal cycle patrols, which shall be based on the above requirements.
- 7.5 The public image of the service will be significantly influenced by the appearance of the Parking Attendants, and The Corporation will pay particular attention to the uniform that the Contractor proposes to provide. The Contractor shall submit details of his proposed uniform with his tender and an actual example of the intended uniform for approval within two weeks of being notified of the award of the Contract.
- 7.6 Uniforms must be kept in an acceptable condition during the course of the contract and on being notified of the award of the contract the Contractor must indicate what measures he intends to introduce to ensure that the highest standards are maintained; any member of staff observed on-street in an unacceptable uniform will be the subject of a default (see Appendix 10).
- 7.7 All staff who come into public contact must be of presentable appearance when on duty; the judgement of what constitutes presentable appearance will rest ultimately with the Director, and the Director's judgement on the matter will be final. Tenderers should submit a PA Appearance Code as a part of their tender submission.
- 7.8 **Identification**
- 7.8.1 Each member of staff will at all times when on duty, carry in a prominent place, a sealed identifier badge of a style authorised for use by The Corporation, containing the photograph, name, employer and designation of the member of staff. This will remain the property of the Contractor at all times, and must be returned when a member of staff leaves or is dismissed.
- 7.8.2 Except with the prior approval of the Corporation in writing, all uniformed staff will be allocated a number to be worn on the epaulette and breast of their uniform, from a sequence allocated by The Corporation. This number will be unique to that employee, and will be visible at all times when on duty.
- 7.9 **ACCOMMODATION**
- 7.9.1 The Contractor will provide and maintain suitable and adequate accommodation within the boundary of the City of London for his Operating Base for the Parking Attendant Service.

- 7.9.2 The Contractor will be responsible for meeting all the costs involved in the provision, maintenance, equipping and servicing of the Operational Base.
- 7.9.3 The Operational Base will provide adequate facilities for the Contractor's personnel to change before and after their shifts, suitable storage and drying areas for their personal belongings, uniforms and equipment and communal rest areas for meal breaks and briefing purposes. Facilities for employees must comply with all relevant legislation and regulations. An appropriate secure room with a floor area of at least 10 square metres must be provided for the purposes of the CCTV monitoring of bus lanes. In the event that such monitoring is not undertaken by the Contractor then the secure accommodation will be used by the Director for the purpose of Contract management and supervision. The provision of CCTV monitoring equipment and furniture, along with any fitting out, will be borne by The Corporation as an additional cost to the Tendered Sum.
- 7.9.4 The Operational Base will incorporate the central radio communications base station, the Despatch Control function and the Help-line operator. All operational and management staff dedicated to the contract will work from this base. The Corporation will arrange for the provision at the Operational Base of a non-public telephone line for business use and communication between the Contractor and the Corporation, as detailed in Clause 8.2.1. The Contractor will provide a facsimile machine, which may be combined with the non-public telephone line.
- 7.9.5 Tenderers will submit with their bids outline details of their proposed Operational Base, with a schedule of the proposed facilities and floor areas.
- 7.9.6 The Corporation will arrange for a link to the City of London Police CCTV facility to be connected at the Contractor's Operational Base within six months of the commencement of the Contract for use by the Radio Operator.
- 7.9.7 The Contractor shall afford the Director all reasonable access to his staff and the Operational Base.

## 8. INQUIRY MANAGEMENT

### 8.1 The Handling of Correspondence

- 8.1.1 The Corporation will deal directly with most correspondence received in connection with the Parking Attendant Service. Where information is required from the Contractor to enable a comprehensive reply to be given to an inquiry or complaint, such details as requested by the Director shall be provided generally within two weekdays of being requested to do so. Occasionally, the circumstances of the inquiry or complaint may demand that the Contractor provide the required details as a priority in the shortest time possible.
- 8.1.2 Any correspondence that arises out of the principal activities of the Parking Attendant Service, and that is received directly by the Contractor, shall be date stamped immediately on receipt and passed to the Director within one working day for consideration. The Corporation will decide on who should respond and may give some direction on the nature of any reply that it is deemed the Contractor should send. The Contractor must despatch any agreed reply within five working days of being instructed to do so by the Director.

### 8.2 Telephone Communications

- 8.2.1 The Contractor will provide mobile telephone communications capabilities such that the Corporation can make immediate contact with the Contract Manager or any member of the site management staff. The Corporation will provide land-based communication capabilities. The costs of external phone calls will be charged to the contractor on a monthly basis. It will be necessary for the Contractor to make special arrangements for such communication at any time when operations are in progress and there are no approved site management personnel in the City or at the Contractor's approved Operational Base.

## **9 COURT AND ADJUDICATION SERVICE DUTIES**

- 9.1 In addition to performing their routine duties, The Contractor's staff may be required to attend court or adjudication hearings at the request of The Corporation. The Contractor shall be given, wherever possible, a minimum of 14 days' notice in order for arrangements to be made and for the PAs to reacquaint themselves with the facts of any case. PAs shall be aware of their duties and the procedures they will be required to follow at a hearing.
- 9.2 If a PA is no longer employed by the Contractor or is unavailable to attend a hearing for some reason, the Director shall be informed as soon as the request for attendance is made, together with the any reason(s) why the PA is not readily available.
- 9.3 Experience has shown that providing the enforcement operations are undertaken correctly, it is likely that the requirement for PAs to attend appeal hearings will be very low.

## **10 TRANSPORT**

- 10.1 The Contractor shall provide any form of transport which has been specified or which he regards as necessary for an efficient and effective operation, given the location of the sites to be enforced and the duties he is required to carry out.
- 10.2 The Contractor shall ensure that he and his employees act at all times in accordance with any applicable legislation relating to the provision, use and parking of such transport.
- 10.3 The form of transport the Contractor intends to use will be subject to the approval by the Director prior to being brought into use for this contract. It is now the Corporation Policy that all vehicles which would be capable of being propelled by petrol engines and which are supplied for the provision of services must be converted to run on Liquid Petroleum Gas (LPG) and for the avoidance of confusion this will mean all four wheeled vehicles.
- 10.4 The Contractor will be responsible for all costs relating to the provision, use and maintenance of vehicles. He shall also be responsible for complying with all requirements specified by applicable legislation. Contractors vehicles, which are agreed by the Corporation to be necessary for efficient and effective operation of the service, will be registered with TfL by the Corporation in order to make them exempt from Congestion Charging.
- 10.5 Any vehicle used on this contract must be in the Corporation's livery which the Corporation will arrange.
- 10.6 Each vehicle (including four wheeled, two wheeled or non-motorised vehicles) being used for this Agreement shall be maintained in a good condition. Each vehicle shall be cleaned, both internally and externally, at a minimum of weekly intervals and the exterior of each vehicle shall be free from any imperfections which would be detrimental to its appearance.

## **11 ADMINISTRATIVE REQUIREMENTS**

### **11.1 Documentation Design and Supply**

- 11.1.1 The design of any document to be used in any part of the parking enforcement operation must be approved by The Corporation. The majority of the documents to be used by the Contractor will be those already specified in COPPE. In these cases, the scope for original design is limited, although The Corporation will always consider ideas for improvements.
- 11.1.2 The responsibility for the supply of the required documents will be the Contractor's. Appendix 11 contains a list of the required documentation.



11.1.3 The City of London Magistrates' Court currently arranges for the provision of PCN carriers, payment slips incorporating the PCN number and standby hand-written PCNs - see Appendix 11 for details.

## 11.2 Document Storage

11.2.1 The Contractor is required to store, in an approved form, all correspondence relating to the contract and all Traffic Management Orders maps and other information issued by the Director. At the termination of the contract, the Contractor will be required to effect an orderly handover of the up-to-date filing system to The Corporation.

11.2.2 At all times, the Contractor will be required to retrieve and pass to the Director, any particular document or case file as required by the Corporation within one weekday.

11.2.3 All documents held in whatever form will be handed over to The Corporation upon termination of the Contract, for whatever reason.

11.2.4 In the event that the Contractor is unable to produce a PA pocket book requested by the Director, for whatever reason, and this results in the Corporation having to cancel a contested PCN, due to lack of evidence, then the PCN will be cancelled as an incorrect PCN. The failure to produce a pocket book will result in the issue of default points in accordance with Appendix 10. The Director's decision as to whether the non-production of the requested PA pocket book constitutes a reasonable lack of evidence which will result in the PCN be cancelled, will be final.

## SECTION 2 : SERVICES FOR ON-STREET ENFORCEMENT

### 12 DEFINITION OF PARKING AREAS

#### 12.1 Permitted Parking Areas

12.1.1 The number and category of permitted parking places is shown in Appendix 9. This will be updated by the Corporation as new traffic management orders are introduced. It is probable that all the existing parking meters will be replaced during the first year of the contract. A4 plans showing the location of the existing and proposed metered parking bays and places are available for inspection by the Tenderers. The Contractor will be provided with a full set of the plans prior to the commencement of the contract. Also, the Street Schedule in Appendix 9 lists individual streets showing all permitted parking

#### 12.2 Special Parking Areas

12.2.1 All roads and lengths of road in the City, except for the Red Routes are included in the designated Special Parking Area (SPA).

### 12.3 TIMES OF OPERATION

#### Permitted Parking Areas

12.3.1 The current hours of operation of the Controlled Parking Zones (CPZs) containing the permitted parking places, and other restrictions are given in Appendix 7.

12.3.2 The hours of operation of other permitted parking places such as motorcycle bays, disabled bays, taxi ranks are given within the relevant Traffic Management Orders (TMOs).

#### Special Parking Areas

- 12.3.3 Restrictions in the SPA will apply at varying times in accordance with individual requirements of the TMOs.
- 12.3.4 Tenderers should note that there are many streets and other locations within the City which are privately owned, and are therefore excluded from enforcement. Whilst these areas are often clearly defined, many are difficult to recognise on-street. The Contractor will be provided with a detailed book showing the majority of such locations prior to commencement of duties, and he will be required to train his PAs on the location and interpretation of such private areas.
- 12.3.5 Tenderers are invited to contact [REDACTED] Parking Contracts Manager on 020-7332-[REDACTED] or [REDACTED] on 020-7332-[REDACTED] at the Corporation's Parking Contracts Office to arrange an appointment to study any supporting information. Each Tenderer will be allowed up to two hours, by prior arrangement, for this purpose.

#### 12.4 Drawings/Traffic Orders

- 12.4.1 Plans and TMOs will be provided for the Contractor prior to commencement of the Contract. These details will be replaced in some suitable form by the Director whenever a change or update in this information occurs.
- 12.4.2 Should there be any difference between the TMOs, the drawings or the on-street layout, the TMOs shall be considered to be the true and accurate record of the Regulations, though the Contractor shall only enforce what is adequately indicated on-street. The Contractor shall notify the Director within one weekday, of any discrepancies in signing and lining that he may be aware of.
- 12.4.3 The Contractor shall retain all plans supplied for his reference until, and for a minimum of six months following, the issue of any updated/revised plans. Thereafter, the plans which have been superseded will be returned immediately to the Director.

#### 12.5 Footway Parking

- 12.5.1 Parking on the footway or crossovers forming part of the footway is prohibited on all roads in the City by any type of vehicle. The contravention of footway parking will apply where one or more wheels are on the footway.

#### 12.6 Overnight Lorry and Coach Parking

- 12.6.1 Most roads in the City are covered by a prohibition on the parking of goods vehicles and coaches, over 5 tonnes GVW, between 1830 hours and 0800 hours throughout the week. The Smithfield CPZ is exempt, and designated coach bays are exempt until 2330 hours.

### CONTRACTOR'S DUTIES AND RESPONSIBILITIES

#### 13. On-street Services to be provided

- 13.1 The Contractor shall be fully conversant with The Corporation's Traffic Management Orders (TMOs).
- 13.2 This section covers the services to be provided for the issue of PCNs and related duties on-street.
- 13.2.1 The enforcement operation covered by this Specification shall include;
- the issue of Penalty Charge Notices(PCNs) for all on street permitted parking place contraventions within the City;

- the issue of PCNs for all non-criminal parking contraventions within the Special Parking Area (SPA);
- the authorisation of removals, clamping and relocations;
- the provision of On-board Parking Attendants (OBPAs) for removal/clamping vehicles;
- the provision of a Despatch Control Service to effectively manage the clamping and removal operation.
- the provision of a parking bay or place suspension service using a dual-purpose mobile patrol vehicle at certain permitted times.
- all as defined by the Road Traffic Act 1991 and other relevant legislation.

### 13.3 PCN ISSUE

13.3.1 The Contractor shall employ suitably trained and qualified Parking Attendants (PAs) to undertake enforcement within the SPA of:

- a) waiting and loading restrictions;
- b) permitted parking places;
- c) prohibited parking on footways;
- d) overnight lorry and coach parking;
- e) any other offences for which PCNs may be issued under the Road Traffic Act 1991 and other relevant legislation.

by the issue of Penalty Charge Notices (PCNs) to vehicles contravening the parking regulations defined in the TMOs and legislation, and when in accordance with guidelines issued by the Director, by authorising the removal/clamping of vehicles.

13.3.2 The Contractor shall also employ suitably trained On-Board PAs (OBPAs) who shall accompany the Enforcement Vehicles (EVs) to confirm a removal/clamping authorisation and to supervise removals/clamping operations. The Contractor shall ensure that sufficient numbers of OBPA are available for duty when unforeseen absences occur to other staff and that they can be on duty within 30 minutes of the scheduled time or time of notification of the staff absence. At short notice the Contractor may withdraw PAs rostered for other duties for this purpose. The clamping and removal operations should normally be given priority over the other enforcement activities, unless instructed to the contrary by the Director.

13.3.3 In the event of any parking contravention occurring within the SPA, or of any contravention of the TMOs or statutory provision relating to permitted parking places where it is not possible to deal with the same by issuing a PCN, the Contractor shall prepare a report of such contravention, including all relevant particulars and submit it to the Director within one weekday, or sooner if the situation merits it, who shall consider what, if any, action should be taken.

13.3.4 The Contractor will require his PA staff to immediately notify him via their personal radios of any offence which it is considered requires police involvement. The types of incidents that may require police involvement will be notified to the Contractor from time to time by the Director.

13.3.5 For all offences, the PAs shall use a digital camera to record the offence to assist in defending against any representations that the Corporation may receive. The images will be reviewed for quality, adequacy and completeness and downloaded on a daily basis onto the Corporation's PCN computer system. Digital cameras must have a 2 megapixel capacity, a minimum resolution of 1024 x 768 JPEG, and be lightweight and easy to use.

### 13.4 PCN Issuing Equipment

- 13.4.1 The format of the PCNs to be issued by the Contractor will comply with the example PCN included at the end of this document. The Contractor will issue ALL PCNs by the use of suitable Hand-Held Computer Terminals (HHCTs) and printers, except in an emergency or as instructed by the Director. The responsibility for the supply, operation and maintenance of the PCN issuing equipment shall be the sole responsibility of the Contractor. The procurement must include all equipment required to download or upload data to the main computer, and to recharge the devices. The interfacing computer terminal and link to the PCN system will be provided and maintained by the Corporation to facilitate all necessary data transfer, but nothing else.
- 13.4.2 The Corporation's current computerised PCN processing and operational control system was supplied by Civica Limited. The HHCTs must be fully compatible with the Civica system and, as a minimum, they must provide the functionality shown in Appendix 5. Enquiries about HHCTs and printers that are currently supported by Civica should be addressed to [REDACTED], Sales Director, Civica Limited, (Civica House Poplar Way Sheffield S60 5TR Tele. 01709 [REDACTED] Fax. 01709 [REDACTED]).
- 13.4.3 There are currently 30 Husky FS3, 2Mb HHCTs and 34 Radix FP40+ printers being used by the present enforcement Contractor (originally provided in November 1999). This equipment, including associated racking, and cables, belongs to the Corporation and is available for use, if required, until the end of the first contract year. From that time, or sooner if practicable, the Contractor will provide all new PCN issuing equipment and associated racking to replace the existing equipment. It should be noted that the model FS3 is being discontinued. An item is included in the Pricing Schedule to cover the cost of maintaining the existing equipment during any initial transitional period prior to the introduction of the new PCN issuing equipment. Details of the cost of maintaining the equipment, which would be the responsibility of the Contractor, is available from [REDACTED] of Civica Limited.
- 13.4.4 The Corporation wishes to retain the option to purchase the PCN issuing equipment at any stage of the contract. The basis of the buy-back option is covered in the Conditions of Contract and will be based on the prices submitted in the Pricing Schedule, with depreciation calculated on a uniform basis over the duration of the contract. The Contractor must not inflate the actual purchase prices of the equipment to unfairly distort the buy-back in his favour.
- 13.4.5 Any buy-back costs for the PCN issuing equipment, deemed by the Corporation to be unreasonable may invalidate the Contractor's bid.
- 13.4.6 The Contractor must ensure that ALL PAs are equipped with fully operational HHCTs for patrols.
- 13.4.7 The Director will provide a stock of Manual PCNs which are to be used as an emergency backup supply of PCNs to be used when PCNs cannot be issued by HHCT for whatever reason. The Contractor will ensure that these stocks of Manual PCNs are securely stored and issued as instructed by the Director, and that Manual PCNs are only used in the event of an emergency.
- 13.4.8 The full details of ANY Manual PCNs issued are to be entered onto the Corporation's PCN computer system, by the Contractor, within a maximum of 2 working days of the manual PCN being issued.
- 13.4.9 To ensure that the input of Manual PCNs does not prejudice the normal parking enforcement operation, the Contractor must ensure that this function is NOT undertaken by operational staff, during their normal rostered shift. Operational staff include Senior PAs, PAs, Radio Operator or Despatch Controller.
- 13.4.10 For the avoidance of doubt, at all times whilst undertaking parking enforcement duties the PAs must be fully equipped with at least the following items:
- HHCT with associated printer and leads
  - HHCT Ticket Rolls

- PCN Carriers
- Book of Manual PCNs
- PA Pocket Book
- Pen
- Radio
- Camera
- Out of Order Labels
- Out of Order Bags
- Refund Cards
- Correct Uniform including ID card
- Suspension Equipment ( Night Crew Only)

### 13.5 On-Street Enforcement

13.5.1 The "Observation Durations" will, unless stated elsewhere, comply with those laid down in the Parking Attendant Handbook that was formerly issued by the Transport Committee for London. In the event that the minimum observation periods are not met, without good reason, and the PCN is subsequently contested (whether or not the basis of the appeal specifically mentions the failure to meet the minimum observation period) then the Director may cancel the PCN as an incorrectly issued PCN on the basis that it could not be defended at Adjudication. Any incorrectly issued PCNs which are subsequently cancelled will be referred to the Contractor for action by him to improve the performance of the relevant PAs.

### 13.6 Waiting and Loading Restrictions

13.6.1 Unless loading/unloading restrictions apply, it is allowable for a vehicle to stop on a yellow line (single or double) for these purposes for a maximum of 20 minutes, providing legitimate activities are taking place during the following hours:

- a) Smithfield Zone  
(currently under review)
- |           |             |
|-----------|-------------|
| Mon - Fri | 1430 - 2400 |
| Saturday  | 1330 - 2400 |
| Sunday    | All day     |

(other hours - unlimited time but for permitted market purposes only)

- b) City of London Zone

Mon - Fri	1100 - 1830
Saturday	1100 - 1330

Loading/Unloading is unlimited at all other hours, Sunday, Public holidays. Loading/Unloading for up to 20 minutes may take place at any time in a paid-for parking bay.

The following observations shall be undertaken before a PCN may be issued:

- i) Private Motor Vehicles  
For a minimum period of [5] minutes for constant observations, or a minimum of [20] minutes for casual observations.
- ii) Goods Vehicles  
For either [10] minutes constant observation or [20] minutes casual observation.

### **13.7 Parking on Footways, Verges, and Central Reservations**

13.7.1 Enforcement of these prohibitions shall be carried out by Parking Attendants on every occasion that they are enforcing the surrounding parking restrictions.

### **13.8 Overnight Lorry and Coach Parking**

13.8.1 Enforcement of this prohibition between the hours of 1830 to 0800 hours shall be carried out by a mobile patrol visiting all streets and enforcing all relevant regulations throughout the City.

### **13.9 Random Observation**

13.9.1 In the event that the Director wishes the Contractor to undertake temporary random street visits but within the main Regulation hours, the Contractor shall, upon instruction from the Director, divert existing resources to carry out any revised street visits.

13.9.2 The Director will issue instructions concerning random observations in writing, possibly by fax or email. Where attendance is required the same day, the Parking Attendant(s) shall patrol the designated area within half an hour of receiving the instruction. For other random patrols the Contractor shall arrange for street visits in accordance with the instruction given.

### **13.10 Mobile Patrols**

13.10.1 A mobile patrol shall comprise an approved vehicle, in the Corporation's livery, which will be arranged by the Corporation, and staffed by personnel of the appropriate category and experience necessary to undertake the relevant enforcement duties.

13.10.2 The Parking Attendants on mobile patrol shall be dressed in the approved uniform and fully equipped to carry out their duties. The patrol(s) will be such that all parking regulations relevant during the patrol period will also be enforced. PCNs will be issued in accordance with guidelines laid down by the Director.

### **13.11 Duties Outside Normal CPZ Hours**

13.11.1 Outside normal CPZ hours patrols will be required to enforce the following regulations below:

- a) "at any time" waiting restrictions;
- b) the prohibition of overnight lorry and coach parking;
- c) the prohibition of parking on footways, verges and central reservations;
- d) parking in Disabled or Doctors parking places;
- e) any Temporary Traffic Management Order on the instructions of the Director

13.11.2 The Contractor will ensure the security barrier in Moor Lane is closed punctually at 2300 hours each day, Monday to Friday, and opened promptly at 0700 hours each weekday, Monday to Friday. The barrier will remain closed at weekends and at Public Holidays. The Contractor will be provided with a key to the control panel to activate the barrier. The Contractor will be permitted to use any enforcement resources on duty at the times the barrier needs to be operated. The Contractor will also ensure that the barriers at Bow Lane are closed at 0800 and opened at 1800 hours each weekday, Monday to Friday. There will also be a need to inspect the barrier at the junction of Wood Street and Fore Street.

### **13.12 Patrol of Parking Areas (permitted and special parking areas)**

**13.12.1** During the hours of operation the Contractor shall arrange for PA's to patrol all restricted areas and on each patrol thereto:

- a) to check that all signs and markings are readily visible and correct.
- b) to check each vehicle parked in an area for compliance with the relevant TMOs/legislation.
- c) to issue PCNs to all vehicles which are contravening those TMOs/legislation.
- d) to authorise the clamping or removal of any vehicle parked in contravention of a the Regulations, providing it is in accordance with the Corporation's guidelines in Appendix 4.
- e) to remove from operational use, any meter or pay and display machine found to be inoperative during the course of routine patrol; such defective devices will be reported in the manner laid down.
- f) to otherwise perform the functions for the proper operation and control of the areas, which a PA may be authorised by the Corporation to perform.

### **13.13 ENFORCEMENT FREQUENCIES**

#### **13.13.1 Methods of Frequencies**

It is not the intention of the Corporation to dictate a specific Enforcement regime, but a beat map will be agreed before the commencement of the contract and will be revised by agreement at intervals thereafter. This should allow the Contractor to direct Parking Attendants to identify streets which need their attention and also make them responsible for anything related to their work which happens on their area.

#### **13.13.2 Variations**

The Contractor shall:-

- a) Comply with any variations as shall be notified to the Contractor in writing by The Corporation.
- b) On receipt of instructions from The Corporation, other than for random patrols, arrange for the PAs to concentrate their efforts at certain times, at certain sites or on certain contraventions. Any verbal instruction given by The Corporation under this section shall be confirmed in writing within three working days. The Corporation shall attempt, but does not guarantee to give seven days notice of any instruction under this clause.
- c) Increase, or decrease, within eight weeks, the number of PAs following such instruction being received in writing from The Corporation.

### **13.14 Reasons for Variations**

**13.14.1** Variation in the method of patrol required in each area may result from:

- a) any variations in PA numbers specified by the Corporation;
- b) any evaluation of the operation of the sites;
- c) the need to achieve a balance between the occurrence of contraventions and level enforcement;

- d) amendments to The Corporation's transport policies;
- e) changes in parking patterns;
- f) bay revisions, control mechanisms alterations, and other changes to the operation, as may be required by The Corporation;
- g) additions or deletions to the Regulations;
- h) any other reason which The Corporation deems relevant.

13.14.2 If a variation instructed by the Corporation, not being a variation instructed as a result of the Contractor's default or failure to perform, results in a change in the Daily Staff Requirement then payment to the Contractor or deduction in the amount payable to the Contractor shall be calculated using the rates and prices in the Pricing Schedule as modified in accordance with the terms of the contract. No adjustment to the amount to be paid for overheads and profit or the Maximum Performance Payment, will be made.

### 13.15 Suspensions and Dispensations

#### Suspensions

13.15.1 The Corporation allows parking places to be suspended and in most cases a charge is made for the service. A 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 suspension can be used for the purpose of reserving a parking place for particular vehicles related to carriageway or building works, removals, weddings, funerals, or other reasons agreed by The Corporation.

13.15.2 Each weekday by 1600 hours, the Director will provide the Contractor with a list of the suspensions for the following day. The Contractor will be required to make provision using the mobile patrol that is on duty to effect the suspensions/desuspensions listed between the hours of 1900 and 2400, in a manner that is commensurate with the joint responsibility to patrol the designated areas. Failure to undertake the suspensions/desuspensions correctly may result in Default Points being issued in accordance with Appendix 10.

13.15.3 The Corporation will provide the Contractor with the necessary equipment to undertake the suspension/desuspension of the parking payment equipment.

13.15.4 Each PA on whose beat a suspension is planned for a day will be given specific advice concerning that activity. The parking activity at the suspension will be specifically checked by the PA in order to ensure that the reason for the suspension in the first place is not being hampered.

#### Dispensations

13.15.4 Dispensations may be issued by The Corporation to permit a vehicle(s) to park in contravention of a Traffic Management Order or Section 15 of the Greater London (General Powers) Act 1974 (typically about 10,000 or so per annum). Dispensations will be issued in accordance with criteria set down by The Corporation, and for a variety of reasons including, but not limited to:

- authorising the 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; or
- authorising a vehicle to park near a property when any alternative arrangement would be unsatisfactory, e.g weddings, funerals, removals, builders and maintenance or repair works; or



- any other reason which shall be notified to the Contractor by the Director.

### **13.16 Special Events/Sensitive Areas**

- 13.16.1 The Contractor shall co-operate fully with The Corporation or Police in alterations to the parking arrangements for the purposes of special events such as the Lord Mayor's Show (typically the second Saturday in November).
- 13.16.2 On the few occasions where the Commissioner of Police imposes special regulations on a stretch of highway and indicates such with temporary signing, it shall be the responsibility of the City of London Police to enforce those regulations. The Contractor shall not have authority to act or assist on these occasions since criminal offences will be involved.

### **13.17 Presence Recording**

- 13.17.1 The Contractor will provide the Director with data via the HHCTs to enable the Corporation to check that patrols has been carried out. The Contractor will be required to record each PA's patrol visits in a manner to be stipulated by the Director.

### **13.18 Bagging of Meters**

- 13.18.1 In the course of routine patrols, should a PA identify a meter or pay and display machine which is not in operational use, the PA will immediately take action to formally remove the equipment from service. For a defective meter, the PA shall cover the machine with a yellow plastic bag designed for the purpose, split part of one side of the bag and tie it to the meter, and complete the relevant details on the space provided on the bag. When dealing with a malfunctioning pay and display machine, a "Do Not Insert Coin" label should be placed over the coin slot. Items are included in the Pricing Schedule for the Contractor to complete for providing these materials. This will change on the introduction of Pay and Display and the Contractor will be notified on the corrected procedure. Failure to remove a meter or pay and display machine from service may result in the Contractor receiving default points as listed in Appendix 10.
- 13.18.2 For meters displaying "Out of Order" messages the PA will make an entry in his/her pocket book at the time of first being aware of the equipment malfunction. The information will be passed via voice radio to the Radio Controller who will enter the information onto the computer units supplied by the Corporation. Where a pay and display machine appears defective, such an event will be reported immediately by voice radio to the Contractor's base radio, giving full details of the type, location and suspected fault, if known. This information will be logged and passed immediately to the Director, or his nominated Contractor, for the purpose of repair of such devices, in an agreed form.
- 13.18.3 PAs will be provided with "Out of Order" postage pre-paid (second class) cards to be handed to members of the public who claim to have lost monies in parking equipment. The Contractor will produce, maintain stocks and distribute such cards to his staff as required. The design of such cards will be approved by the Director prior to first use on-street. It is estimated that about 200 such cards will be issued each month, pending the possible installation of the new pay and display system when the number of cards is expected to be much lower.

### **13.19 Signing On and Off Duty**

- 13.19.1 All PAs, 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 Contractor. They will be produced to The Corporation within one working day.
- 13.19.2 All the Contractor's resident site staff must record their presence by individually signing in (or by some other approved method) at the beginning of a shift and by signing out at the end of a shift. Failure to

carry out this procedure satisfactorily, may result in an incomplete entry being regarded as non-attendance for the shift concerned

### **13.20 Use of Pocket Books/ On- Street Incidents**

13.20.1 The information which The Corporation wishes to have collected specified in Appendix 10 (PCN/HHCT Data Requirements and Contents). All items of data which are not routinely collected within the HHCT, including other offences, will be written in an accurate and legible form into the daily pocket book. Each entry will be recorded with the time and place, and the PCN cross-reference number where appropriate. The HHCT record must record the PA pocket book page number for cross-reference purposes. Other incidents which occur during the course of a patrol will also be logged, including any conversations with drivers and other members of the public.

13.20.2 Details of accidents, injuries, damage to property or incidents involving the Police with respect to any aspect of the parking enforcement service will be submitted in the form of an incident report to the Contractor's local management who will forward the report to the Director immediately.

13.20.3 At the end of a shift, the PA will hand in his pocket book, with other items, for checking by the Contractor. The Contractor shall record the results of the check and compile the results. Each pocket book will be handed over to the Corporation on the next week day.

### **13.21 Police Interaction**

13.21.1 When necessary, the Police shall be contacted by telephone by the PA Supervisor to notify them of certain PA reports. PAs must be trained to report offences which they cannot deal with to the Contractor, using their voice radios. The Contractor must establish a good interaction with the police.

13.21.2 In the case of an emergency call for assistance from a PA, the Contractor 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 he shall use the local police station's general number.

### **13.22 Inclement Weather**

13.22.1 Irrespective of weather conditions, the Contractor shall perform his obligations in respect of the scope and frequency of the services in this Specification.

13.22.2 The Contractor shall only be permitted to suspend performance of all or part of his services due to inclement weather, which impairs the Contractor's ability to perform the services, with the approval of the Director. The Director's approval may be given by telephone, but the Contractor shall the next day confirm in writing to the Director the time, date and details of the services suspended. When weather conditions have improved, the Contractor shall himself resume performance of the services, or shall immediately comply with an instruction to do so from the Director.

13.22.3 For the first 24 hours of any suspension the Corporation shall pay the fixed charges for all hours as they were planned to be operated. There will be no payment for any PCNs not issued as a result of inclement weather. The lost time will be excluded from the PCN Achievement Level calculation, and the PCN Achievement Level adjusted pro-rata, if the time was lost with the approval of the Director.

13.22.4 The Contractor 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 Corporation requires to be performed as a priority once the services are resumed.

### **13.23 End of Day Procedures**

13.23.1 At the end of each shift all PAs shall hand to the Contractor's management staff the following items:

- Hand Held Computer/printer
- Copy PCNs
- Spoilt/invalid PCNs
- Radio transmitter/receiver
- Notebook
- Camera,
- unused meters bags, and meter report cards
- torch (if issued)

13.23.2 The Contractor must ensure that the data from all the HHCTs and digital cameras are downloaded to the Corporation's computer system daily, at the end of each shift. The Contractor will reconcile the copy PCNs from the previous day (or days if it involves weekends) with the daily download for the same period and will provide the Director by 1000 hours the next weekday with the copy PCNs from the previous day(s), a print-out of the associated download list and a summary sheet of PCNs issued, the latter two pieces of information will be in a form approved by the Director.

13.23.3 The Corporation will provide the Contractor with a networked printer to facilitate the production of the download print-out.

13.23.4 In addition to the information from the HHCTs, the Contractor will provide the Director with the following information on each weekday:

- \* Incorrect/missing signs or road markings
- \* Apparently abandoned vehicles
- \* Other parking or highways related matters which are to be notified to The Corporation.
- \* CD containing images of all vehicles issued with PCNs

## 14 CLAMPING AND REMOVAL OF VEHICLES

### 14.1 Role of On-Street Parking Attendants

14.1.1 PAs shall identify vehicles to be clamped or removed using the criteria provided in Appendix 4, subject to any amendment subsequently made by the Director - failure to do so correctly may lead to the issue of Default Points in accordance with Appendix 10 Enforcement Vehicle action will be requested by means of a voice radio message to the Despatch Controller at the Contractor's Operational Base:

- Location
- Vehicle Registration Mark
- Colour
- Make and model
- Any other relevant information.

### 14.2 Role of the Despatch Controller(DC)

14.2.1 The Contractor will provide a Despatch Controller who will have daily routine responsibility for the administration and prioritisation of the vehicle clamping and removal operations vehicles, in accordance with the priority guidelines given in Appendix 4

14.2.2 The DC will log all details required to be provided by the PA and authorise an EV to undertake either a clamp or removal in accordance with the priority guidelines, targeting the higher priority categories. In managing the work of the EVs, the DC will endeavour to optimise the use of these vehicles while ensuring that the range of the main priorities are within the maximum and minimum bands laid down. The OBPA will confirm by voice radio that an enforcement action has been completed and the DC will enter the relevant information on to the Corporation's computerised PCN processing and operational management system. The Corporation will provide a computer terminal networked to the main computer system to facilitate the management of the function and pay the associated line rental costs.

14.2.3 Once payment has been made for the removal of a clamp, the relevant payment centre will contact the DC by telephone that the vehicle may be declamped and immediately send a formal notice confirming that the vehicle may be released. The DC will promptly pass an instruction to the EV by voice radio to remove the clamp. The DC will update the operational system continually to reflect the current status of each enforcement activity.

14.2.4 Information concerning vehicles that are restored to motorists at the vehicle pound, will be entered on to the main computer system by the Vehicle Clamping, Removal and Pound Contractor.

### 14.3 The Role of On-Board Parking Attendants (OBPAs)

14.3.1 The Contractor shall employ On-Board Parking Attendants (OBPAs) whose job it will be to accompany the Enforcement Vehicles (EVs) provided by the Clamp/Removal/Pound Contractor, and to instruct the EV operative/driver as regards the clamping or removal of an authorised vehicle.

14.3.2 The OBPAs will be experienced PAs, and will have been given such additional training for clamping and removing as is deemed appropriate by the Contractor.

14.3.3 The Clamping and Removal Contractor will be required to ensure that the EVs will be present at the Contractor's Operational Base (or at another mutually approved location) in good time for the commencement of each shift, where the Contractor will allocate OBPAs to each EV vehicle.

14.3.4 On reaching the scene of the authorised vehicle, the OBPA shall:

- check the PCN and confirm that it is the correct vehicle;
- confirm that the EV in attendance is for the correct type of action, and call for the another type of EV if the original request is considered incorrect;
- complete a condition report if the vehicle is to be removed, recording details of the condition of the vehicle;
- take a colour digital photograph, using flash if appropriate, of the vehicle, showing wherever possible, evidence that the vehicle was parked in contravention. These images will be downloaded to the Corporation's system on a daily basis;
- instruct the EV operative to proceed with the removal or clamping of the vehicle.
- deal with any member of the public, giving out approved information leaflets if appropriate;
- under circumstances to be defined by The Corporation, the OBPA may take the decision to release the vehicle back to the driver, after the operation has started; it will always be returned to the driver if the operation has not started. An action has not started if the wheels (in the case of a removal) have not moved from their place of rest, or if the padlock of the clamp has not been shut. In the case of an action which has started, but the EV is still in attendance, the OBPA may not release the vehicle without explicit clearance from The Corporation, who should be contacted via the Despatch Controller during normal office hours. At other times the Director will issue guidance of what action to take when The Corporation's staff cannot be readily contacted.

14.3.5 If the vehicle, in the opinion of the OBPA, is not the correct vehicle, or if the type of enforcement is not correct, the OBPA will request further instructions from the Despatch Controller.

14.3.6 If the EV crew cannot find the authorised vehicle, the OBPA will relay that information back to the Despatch Controller and await further instructions.

14.3.7 OBPA's in EVs may also directly authorise and confirm a vehicle to be clamped or removed in accordance with the Priority Guidelines contained in the Appendices, and no higher priority call is waiting to be attended to. Prior to taking this action, the OBPA must obtain specific authorisation from the DC to proceed.

14.3.8 The Contractor shall be required to provide one OBPA per EV for all times when these vehicles are operative. For the purposes of submission of a tender, Tenderers should price on the basis that the initial EV fleet will consist of:

- 2 No. Clamping vehicle and
- 1 No. Removal trucks, for the hours defined below.

14.3.9 It should be noted that this complement of EVs will also be responsible for the achievement of the contract performance target for declamping, which is for each vehicle to be de-clamped within one hour from payment. This will be the responsibility of the despatch controller during operational hours. Failure to meet this target may lead to Default Points being issued in accordance with Appendix 10.

14.3.10 OBPA's will not be expressly required by The Corporation to accompany EVs on declamping duties outside operational hours.

14.3.11 OBPA's must follow the guidance note in Appendix 4.

14.3.12 The Contractor will provide OBPA's for special operations, when special operations are required of the Clamp and Removal Contractor. These may include the deployment of EVs outside normal hours, or may include the deployment of additional EVs during normal hours. Whilst every effort will be made to give reasonable notice of such events, very short notice may be demanded by circumstances. The Contractor will make all reasonable endeavours to comply with these requirements.

#### 14.4 Operational Hours for Clamping and Removal Vehicles

DAY	CLAMPING	REMOVING
MONDAY	0845 - 1830	0700 - 1900
TUESDAY	0845 - 1830	0700 - 1900
WEDNESDAY	0845 - 1830	0700 - 1900
THURSDAY	0845 - 1830	0700 - 1900
FRIDAY	0845 - 1830	0700 - 1900
SATURDAY	none	none
SUNDAY	none	none

14.4.1 EVs will not normally be required on Public Holidays, weekends and the weekdays between the Christmas and New Year Public Holidays.

14.4.2 The Corporation will alter these EV operational times as required to meet its operational objectives; such alteration will be done with a minimum of 7 days' notice wherever possible, but may be done at shorter notice if necessary. The Contractor will comply with all such requests to provide a DC and OBPA's.

#### 14.5 Removal Procedures

14.5.1 Using information from the Despatch Controller, the EV will reach the identified vehicle without undue delay, and the OBPA will proceed to check the necessary records.

- 14.5.2 The OBPA will follow the procedures which are defined in the relevant section above, then instruct the EV operator to remove the vehicle. This will be done as quickly as is possible, commensurate with the safety of the people and the property involved. The OBPA will take a digital photograph(s) of the vehicle before removal, illustrating the nature of the offence and its position on the highway.
- 14.5.3 The operator will remove the offending vehicle by the means afforded by the EV. The responsibility for damage to any vehicle being clamped or removed will rest with the Clamping/Removal/Pound Contractor.
- 14.5.6 Once removed, the OBPA will be responsible for transmission of the remaining details in the manner laid down to the Despatch Controller as soon as possible, and in any case, within 5 minutes.
- 14.5.7 Occasionally, a vehicle which is not committing an offence or which belongs to a disabled badge holder will be authorised by the Corporation or a Police Officer for removal by The Contractor. These removals constitute a relocation or "street-to-street" removal. Vehicles in these categories will be removed and relocated elsewhere, to a site where they are ideally, visible from the original location and ideally, not in contravention, under the direction of the OBPA. The Director will issue guidance on suitable relocation sites. The OBPA will inform the Despatch Control System of the details of any relocation.

#### 14.6 Clamping Procedures

- 14.6.1 The clamping EV will reach the offending vehicle, and the OBPA will proceed to check that a PCN has been correctly issued and that the offence complies with the categories set out in Appendix 4 and it is the appropriate vehicle to be clamped. The PCN will be checked to ensure it is the correct vehicle, the action confirmed as valid, a digital photograph taken before the clamp is attached showing the nature of the offence and the vehicles position on the highway and the clamping operative will be instructed to apply the wheel clamp. Once clamped, the OBPA will transmit the details in the manner laid down to the Despatch Controller and DCS within 5 minutes.
- 14.6.2 In the case of a clamping or removal, if a PCN is missing on arrival by the EV, the OBPA will issue another PCN, assuming the vehicle is still in contravention, noting in his note-book that the PCN had been removed before his arrival.
- 14.6.3 When the OBPA gives authority, the EV operative will attach the clamp, to the front outside wheel of the offending vehicle. The operative will attach the warning notice sticker, and any other information, to the windscreen in front of the driving position.
- 14.6.4 The clamping vehicle will then proceed to the next authorised vehicle as detailed by the DC.

#### 14.7 Clamping and Removal Priorities

- 14.7.1 Priorities have been established for clamping and removals in accordance with The Corporation's policy. This policy gives rise to a list of offences which should be clamped and a list of offences for which the vehicle will be removed. These lists are shown in the Appendix 4. These priorities will be followed by the Contractor, who will be monitored for compliance with them. Failure to implement the Clamping and Removal Guidelines properly may lead to Default Points being issued in accordance with Appendix 10.

### 15 CONTRACT ADMINISTRATION

#### 15.1 Hand Held Computer Terminals (HHCT's)

- 15.1.1 The nature of the task of the on-street PA is such that the Contractor will be required to provide HHCT's for his staff. Appendix 5 contains details of The Corporation's requirements for the HHCT's.

15.1.2 Most important of all is the performance of the HHCTs in printing a PCN. The quality of the print must be tested daily by the Contractor before the start of each shift. The print quality must be such that after 24 hours on a windscreen, in any weather conditions, the PCN can be easily read at arm's length by any person with normal eyesight.

**15.2 Voice Over Radio System/Use of Police CCTV System**

15.2.1 The Contractor shall provide each PA with a portable radio receiver/transmitter (RT). The RT shall be capable of two-way communication from all points on the PAs' patrol with the base station (also to be provided and operated by the Contractor) and with each other. The Contractor shall provide (and maintain) the Director with two RT devices for communication. (The Contractor shall ensure that the RT Licences permit two way transmission).

15.2.2 The Contractor will provide a Radio Operator between 0800 to 1830 hours Monday to Friday and 0800 to 1330 hours on Saturday, who will have responsibility for operating the Base Station Terminal and responding to any calls for assistance or other radio messages that may be received from the PAs. The Contractor will also provide a Help-line operator who will also be responsible for routine reviewing of the City of London Police CCTV facility and directing the Rapid Response PAs, or another PA if a Rapid Response PA is not available, to any parking problems that may be witnessed. The duty will also involve the answering of a "hotline" telephone number for the public, Police or any Corporation agency to report illegally parked vehicles. The operator will direct a mobile or other PA to the scene as necessary. Both Operators will be provided with any appropriate training to enable him/her to undertake this function.

15.2.3 The RT device shall be used by PAs to enable the following functions to be carried out:

- \* Calls for assistance
- \* Further checks of vehicles against central records regarding previous contraventions
- \* Requests for clamping/removal action
- \* Requests for maintenance action
- \* Fault reporting
- \* To assist in establishing whether a parking contravention is being committed
- \* Any other relevant matter

15.2.4 The Contractor shall be responsible for the correct functioning of the RT and for obtaining any licences or approvals required.

15.2.5 The Contractor should be aware that the CCTV system provided for use by the Radio Operator and Help-line Co-ordinator are dual purpose cameras, and the Police have the power to block use of any or all of the cameras at any time, without providing prior notice, and that priority for use of cameras will be given in the first instance to the Police and then to the London Ambulance Service. The Contractor must ensure that none of his staff attempt to interfere with the Police override of any camera.

15.2.6 Under no circumstances shall any of the camera images be recorded or downloaded in any shape or form by the Contractor. The Contractor is specifically excluded from watching any incident in progress, or any Police or emergency services in action, or any non-traffic/parking related incident or area

15.2.7 In the event that such an event occurs in the area that the Radio Operator is monitoring, the Radio Operator should take any appropriate action, e.g., if a crime or road traffic accident is witnessed the emergency services should be contacted to respond to the incident, etc., and then switch to a different camera and continue monitoring.

15.2.8 The Radio Operator must always move the cameras with due regard for the privacy of the individual and must ensure that as cameras are panned, zoomed and tilted that they do not pause on any field of view other than the carriageways and adjacent footways.

**15.2.9** The Contractor should note that breach of the above requirements will lead to some form of disciplinary action either towards the individual concerned or the Contractor. Such disciplinary action may result in one, or a number, of the following measures; the removal of the individual concerned, a three increment reduction in the Performance Payment, the issue of default points, the suspension of the Contractor or the termination of this Agreement.

**15.2.10** The present voice over radio system, which was purchased in November 1999, is available for use by the Contractor until the end of the first contract year and comprises:

- \* A base station terminal
- \* 37 Radios and charging units

From that time, or sooner if practicable, the Contractor will provide a new voice over radio system. An item is included in the Pricing Schedule for maintaining the existing equipment during any initial transitional period prior to the introduction of the new radio system.

**15.2.11** The radio base station is linked by a BT line to an aerial on the top of Lauderdale Tower in the west of the City.

**15.2.12** The present Contractor is responsible for the cost of the routine maintenance of the existing voice over radio system. The system is currently maintained on their behalf by a private Contractor.

**15.2.13** Should the Contractor choose to use the existing equipment it will be entirely at the Contractor's liability and expense.



## **APPENDIX ONE: RESPONSE FORMAT AND THE TENDERING PROCESS**

1. This Appendix sets out the information the Contractor shall provide as his tender, and the format for that information, and the way tenders will be assessed.
2. The Contractors' tenders will be evaluated on a combination of quality and price. The quality assessment will be based on the answers to four questions;
  - (i) What will be the content of your training plan, and how will you organise, deliver, integrate and measure the plan in order to meet the KPIs?
  - (ii) What will be the arrangements you will put in place to produce the four-weekly and annual reports, and what data will you report on?
  - (iii) What figure for productivity (PCNs/day/PA) have you used as the basis for your tender, what experience have you had of achieving this level of productivity and how will you replicate it and improve it on this contract.
  - (iv) What measures would you put in place to ensure that all your staff (including management) are able to achieve their maximum bonus payments?
3. The Contractor shall answer these questions on no more than two sides of A4 paper for each question, in normal type. No other documentation will be considered in respect of the quality assessment. Marking will be in accordance with a marking frame, pre-set before the return of tenders. The questions are designed to allow the Corporation of London to test whether Contractors have understood their obligations under the contract, and will be able to deliver them.
4. Tenders will be assessed on a 50/50 split between quality, as marked from the above questions, and price, the total of the Pricing Schedule. The Corporation does not bind itself to accept the lowest or any Tender and reserves the right to exclude from the award any part or parts of the Service to be provided or to amend any part of the Specification in negotiation with the Tenderer.
5. The assessment of the tenders will be carried out by a group of three or four officers, and their marks for the quality assessment will be combined to produce a total mark that will be used to produce the quality mark. In order to verify and confirm the information provided by the Contractors. In the tenders, the assessment team may visit the Contractors' offices to meet the personnel who compiled the tender and those who will be managing the contract. Contractors will be notified soon after receipt of tenders if such a visit will be necessary. These meetings will be to verify and confirm information already supplied by the Contractor, and not to elicit new information.
6. The Contractor shall complete the Pricing Schedule and Appendix thereto, in accordance with the Preamble to the Pricing Schedule.
7. The Contractor shall also provide other information as set out in the contract, and listed in Appendix Two.
8. For those tenderers who submitted responses to questions one to three previously, if you return the same answers, you will be accorded the same quality points score you were previously awarded. However, if you wish to submit revised or new responses, you responses will be marked afresh in line with the Corporation's assessment criteria.

## **APPENDIX 2: ADDITIONAL INFORMATION TO BE PROVIDED**

The following information shall be submitted as part of the tender in addition to the data required in Appendix One. This data will not be used as part of the assessment of quality, but failure to supply it will render the tender invalid.:

- \* Location, size, and brief proposals of the accommodation at the proposed Operational Base .
- \* Proposals for the Voice Over radio communications system the Contractor will supply.
- \* Details of the Parking Attendant uniform proposed
- \* A description of the Hand Held Computer Terminals and Printers the Contractor will supply.
- \* Details of vehicles to be provided
- \* Company's Health and Safety Policy

**APPENDIX 3: CURRENT CONTRAVENTION CODES**

Offence Code	Suffix	Offence Description
01		Parked in a restricted street during prescribed hours
02		Parked, Loading or unloading in a restricted street where waiting, loading/unloading restrictions are in force
04	m	Parked on a meter bay when penalty time is indicated
05	p,c	Parked after the expiry of paid for time at a pay and display bay
06	p,c	Parked without payment of initial charge as shown by a clearly displayed valid ticket
07	m,p,c	Parked with additional payment made to extend stay beyond the expiry of the time initially purchased
08	m	Parked at on Out of Order meter during controlled hours (electronic parking meter)
15	r	Parked in a residents parking space without displaying a valid residents parking permit
16	d	Parked in a permit parking space without displaying a valid permit
20		Parked in a loading gap marked by a yellow line
21	c,m,p,r,d,f	Parked in a suspended parking bay/space or part of bay/space
22	m,p,c,f	Re-parking within one hour of leaving bay in same parking place
23	m,p,r,d,c,f,g	Parked in a parking place or area not designated for the class of vehicle
24	m,p,r,d,c	Not parked correctly within markings of a bay
30	f,o	Parked in a free parking place for longer than the maximum period
34		Seen in a bus lane (CCTV bus lane enforcement)
40		Parked in a designated disabled person's parking place without clearly displaying a valid disabled person's parking badge
41		Parked in a parking place designated for diplomatic vehicles
42		Parked in a parking place designated for Police vehicles
47		Parked on a restricted bus stop or bus stand
55		Commercial vehicle parked in a restricted street in contravention of the Overnight Waiting Ban
61		HGV wholly or partly parked on a footway, verge or land between two carriageways
62		Parked with one or more wheels on a footway
63	c	Waiting in a designated coach bay with the engine running
99		Parked within the confines of a pedestrian crossing

**Suffixes (in use in the City of London)**

- m - Parking Meter Bay
- p - Pay and Display Bay
- d - Doctors Bay
- r - Residents Bay
- c - Coach Bay
- f - Free Parking Bay
- g - Motor Cycle Bay (Finsbury Circus only)
- o - Orange Badge Holder

## **APPENDIX 4: CLAMPING / REMOVAL GUIDELINES**

### **PRIORITIES FOR ACTION**

#### **CLAMPING**

##### **Category 1 - Highest**

- a) A vehicle identified as a Persistent Evader/Offender when in breach of a further Regulation, but not causing an obstruction at the time or in the future, where the removal option is not readily available.

##### **Category 2 - High**

- a) Vehicles parked on yellow line(s) in contravention of a waiting restriction 15 minutes after the issue of a PCN, where immobilising a vehicle, would not cause an obstruction to traffic

##### **Category 3 - Medium**

Vehicles parked in either metered bays or pay and display parking places when:

- a) A vehicle has been left 20 minutes or more after the paid-for-time has expired, when other permitted parking is available nearby.
- b) A parking charge has not been paid.
- c) A vehicle has returned to the same parking place within one hour.
- d) After the initial payment when parking his/her vehicle a motorist returns to make another payment without moving the vehicle to another parking place - commonly known as "meter feeding".

##### **Category 4 - Low**

- a) Parked in a metered bay when the payment device has previously been taken out of service due to a fault by placing a bag over the meter head.

### **EXEMPTIONS TO VEHICLE CLAMPING**

- i) Vehicle parked in a parking place where less than 20 minutes has elapsed since the end of the paid-for-period.
- ii) Vehicle parked in a position that is likely to cause danger to other road users or pedestrians.
- iii) Vehicle causing serious obstruction to other vehicles or pedestrian traffic flow.
- iv) A vehicle within one hour of being de-clamped.
- v) Diplomatic vehicle bearing a "D" vehicle registration mark or personalised registration plates with a "D" vehicle Excise Licence (Diplomatic Privileges Act 1964).
- vi) Ineligible vehicle parked in designated parking bays for the Disabled, Diplomats, Doctors and the Police.
- vii) Vehicles displaying a current disabled person's badge, either a national Orange/Blue Badge or the Corporation's Red Badge.
- viii) Public Utility or their Contractors' vehicle engaged on works in, on or over the public highway.
- ix) Vehicle being used for Fire Brigade, Police or Ambulance purposes.
- x) Post Office vehicle engaged in the delivery or collection of postal packets.
- xi) Public Service vehicle whilst waiting at an authorised stopping place.
- xii) Local Authority vehicle whilst being actively used in pursuance of statutory duties or powers.
- xiii) Vehicle apparently abandoned.
- xiv) Vehicle displaying a current Health Badge.

## **REMOVAL**

### **General**

- ◆ Priority must be given to categories 1 and 2 during peak time traffic periods.
- ◆ During the peak time traffic periods categories 3 and 4 should not usually be given attention by removal enforcement.

#### **Category 1 - Highest**

- a) Vehicle parked in a position (which in the opinion of a Parking Attendant) is likely to cause a danger to other road users or pedestrians, including:
  - within the controlled area of pelican crossings;
  - within five metres of a junction kerb line; and
  - across a dropped footpath kerb.
- b) Vehicle parked in a bus lane, bus priority route or a bus stop during relevant operation hours.
- c) Vehicle identified as Persistent Evader/Offender, when in breach of a further regulation
- d) Removals requested by City of London Police

#### **Category 2 - High**

- a) Vehicle deemed to be causing a serious obstruction to vehicular or pedestrian traffic, including:
  - preventing access for emergency vehicles; and
  - preventing access to and from private property
- b) Vehicle infringing a loading ban.
- c) Ineligible vehicle parked in designated bays for the Disabled, Diplomats, Doctors and the Police.
- d) Vehicle parked in a suspended parking bay or place.
- e) Vehicle parked on a foot-way, where permitted loading or unloading is not taking place.
- f) Vehicle parked in a Pedestrian Zone, where permitted loading or unloading is not taking place.

#### **Category 3 - Medium**

- a) A vehicle which has been left 30 minutes or more after the paid time has expired.
- b) Parked on a yellow line or lines where clamping would cause or could cause the flow of traffic to be impaired, 15 minutes after the issue of a PCN

#### **Category 4 - Low**

- a) Any vehicle which would normally be clamped [under clamping Categories 1 and 2 only], where the clamping vehicle is not available.
- b) Vehicle displaying previous day's PCN and still in contravention the next day (note a further PCN must be issued)
- c) A vehicle that is still clamped 24 hours after the initial immobilisation.

## **EXEMPTIONS TO REMOVAL**

- (i) Vehicle parked in a parking place where less than 30 minutes has elapsed since the end of the paid period.
- (ii) Within 1 hour of a vehicle being de-clamped.
- (iii) Diplomatic vehicle bearing a "D" vehicle registration mark or personalised plates with a "D" vehicle Excise Licence (Diplomatic Privileges Act 1964)
- (iv) Vehicle displaying a current disabled person's badge, either a national Orange Badge or a Corporation Red Badge.
- (v) Public Utility or their Contractors' vehicle engaged on works in, on or over the public highway.
- (vi) Vehicle being used for Fire Brigade, Police or Ambulance purposes.
- (vii) Post Office vehicle engaged in delivery or collection of postal packets.
- (viii) Public Service vehicle while waiting at an authorised stopping place.
- (ix) Local authority vehicle whilst being actively used in pursuance of statutory duties or powers.
- (x) Specified vehicle, displaying written Police authorisation
- (xi) Vehicle displaying a current Health Badge.

## **APPENDIX 5: PCN/HHCT REQUIREMENTS AND CONTENTS**

The HHCT will identify persistent offenders from a file created on the main system;  
The validation of data will contain the following checks:-

### **General Checks**

Dates and times (where entered) should be in the correct format;  
Integers to be checked as integers, Text as text;  
Times checked for correct sequence of entering (i.e. Time of ticket issue cannot be greater than the time first observed);  
Logical checks will be performed (i.e. Yes/No response questions to only be Y or N);

### **Specific Checks**

VRM to conform to DVLA standard-this should be a warning and not prevent the PA entering a "NON-DVLA" VRM;

Penalty Charge - prompted from the validated list then checked against the Meter of Area information

Parking Place number checked against Street

Contravention Code - validated against location of contravention

PCN number - need to validate that the number has correct format

Make/Colour - from a pre-defined list;

Attendant numbers to be taken from a list of valid options;

It will involve keying the VRM twice, in a way which minimises the likelihood of incorrect keying

It will log the presence of a PA on-street on every street, even if no ticket is issued;

It will transfer data to the main computer including:

**Log on/off, daily**

**Location identifiers, daily**

**It will allow a PA to sign on and off, including refreshments breaks**

**It will carry out a test routine including printing a test PCN, immediately after switching on.**

**The PCN itself**

**The design of the PCN printed will fit into the envelope provided;**

**It will be capable of clear printing, which does not fade in sunlight, or smudge in the rain;**

**It will be a minimum size of: 3.5" x 6", and comply with TfL standards.**



### PCN Data

As a minimum, the PCN format will accord with the recommended COPPE format. The information to be collected, which relates to the PCN, falls into the following three categories:

**A) Standard text on all PCNs, for which space must be allowed as pre-printed information:**

1. The Corporation name
2. Legal basis for ticket issue
3. Methods of payment
4. Permitted time period for payment
5. Discount terms for early payment
6. Consequences of non-payment
7. Addresses for payment and enquiries

Some of these fields (3 to 7) may be printed on a payment advice slip if such is enclosed in the envelope;

**B) The variable information which must be displayed on a PCN:**

8. Amount of Penalty Charge
9. Vehicle Registration Mark (VRM)
10. Meter Number/Bay Number, or type of yellow line
11. Location description, being 2 fields
  - Street
  - Position within Street
12. Date
13. Time(s)
14. Contravention Code and explanation
15. PCN number
16. Make of Vehicle
17. Colour of Vehicle
18. Degree of Penalty Time (where appropriate)
19. P&D ticket number
20. Expiry time of P&D ticket (where appropriate)
21. Time of first observation

- 22. Time of ticket issue
- 23. Parking Attendant number
- 24. Signature of PA

C) Further information to support processing and beyond;  
NB. these are not displayed on the PCN, some are specific to particular offences, some are collected as available.

- 25. Permit/badge/doctor/Health badge displayed
- 26. Foreign or diplomatic plates
- 27. Spoilt indicator
- 28. Valve positions
- 29. Loading/Unloading observed
- 30. PCN affixed to vehicle or otherwise
- 31. Suspension details
- 32. Cross-reference to pocket book
  - Details of any driver note
  - Driver seen and time
  - Evidence of breakdown
  - Conversation with driver
  - Free hand notes, from comments menu
- 33. Presence of meter/P&D bag, for suspension or out of order
- 34. Details of parking/loading control sign.
- 35. Details of vehicle Excise Licence.
- 36. Photograph details
- 37. Distance to restriction sign

These fields will come under two categories:

COMPULSORY	OPTIONAL
25	26
28	27
29	31
30	33
32	34
35	
36	

## **APPENDIX 6: STANDARD PCN NUMBERING SYSTEM**

It has been agreed by TfL that the following structure for the PCN numbering system be adopted:

- 1) The PCN number should be a ten character number, as this is the DVLA format on the VQ4 enquiry request;
- 2) The first characters should be a two alpha code, identifying the issuing Local Authority, (CL- City of London)
- 3) The Corporation will use the next seven digits to identify the PCN uniquely;
- 4) The final character will be a calculated check-digit, which will give a final character of a numeric digit or the letter "A"

## **APPENDIX 7: SCHEDULE OF HOURS OF OPERATION**

### **CONTROLLED PARKING ZONES:**

#### **1) Whole City (Excludes Smithfield Zone)**

**Monday - Friday 0830 - 1830**

**Saturday 0830 - 1330**

#### **2) Smithfield Zone**

**Monday - Sunday 0000 - 2400**

**NB. Other restrictions may apply at other hours within the areas of these CPZs.**

### **CLAMPING AND REMOVING HOURS OF OPERATION:**

**As specified in the text.**

### **FOOTWAY PARKING:**

**24 HOURS PER DAY, 7 DAYS PER WEEK.**

### **OVERNIGHT LORRY BAN:**

**1830 - MIDNIGHT, MIDNIGHT TO 0800, 7 DAYS PER WEEK**

**APPENDIX 8: SCHEDULE OF PARKING PLACES**

When the proposed Pay and Display network is installed the number of bays will be amended.

Category	Maximum Duration of Stay ( Hours	Number of Spaces
Parking Meters	2	921
Pay and Display		
Cars	2	148
Coaches		
a) Barbican	4	6
b) St Pauls	2	10
West Smithfield	Mon - Fri 2 ( 1430 - 1830) Sat 2 (0830 - 1330)	166 (under review)
Miscellaneous		
Disabled bays		
a) Blue/Orange Badge	3 6	149 25
b) City Red Badge	No Limit	174
Motorcycles	No Limit	900
Doctors bays	No Limit	16
Diplomatic bays	No Limit	2
Ambulance bays	No Limit	7
Cycles	No Limit	568
Taxi bays	0.5	32
Police bays	No Limit	8

## APPENDIX 9: STREET SCHEDULE

### Definitions

The following definitions should be read in conjunction with the Street Schedule:

#### WR = Waiting Restrictions (May apply in part or to a whole street)

WR1 = Less than a 24 hour restriction  
WR2 = At Any Time

#### LR = Loading Restrictions (May apply in part or to a whole street)

LR1 = Less than a 24 hour ban  
LR2 = At Any Time

#### Mtrs = Parking Meters (Prior to the installation of the proposed pay and display network)

Shows the total number of parking meters in a street, but does not include pay and display bays

#### P/D = Pay and Display Bays (Prior to the installation of the proposed pay and display network)

Shows the total number of individual pay and display parking bays in a street

#### D/Bays = Disabled Parking Bays (Prior to the installation of the proposed pay and display network)

These are specially designated bays for disabled users displaying either the City Red Badge or a National Orange/Blue Badge. As for meter bays, the total number of disabled bays in a street is shown.

#### Other Bays

MC = Motorcycle  
Cy = Pedal cycle  
Taxi = Taxi rank or taxi bay  
DR = Doctor bay  
C/Bay = Coach pay and display bay  
Dip = Diplomatic bay  
Amb = Ambulance bay  
Res. = Residents bay  
Pol = Police bay

### **Pedestrian Zone At Any Time**

This indicates that the street has been designated a pedestrian zone, 24 hours a day. Legitimate loading and unloading is permitted for the same times as allowed in a carriageway where waiting restrictions apply.

### **Smithfield Controlled Parking Zone**

This is an area made up of several streets in the vicinity of Smithfield Market where the Regulations governing, loading/unloading, permitted parking and waiting have been formulated to facilitate the market's operation.

### **L/Hall Mkt = Leadenhall Market**

Leadenhall Market comprises Lime Street Passage, Central Avenue, Leadenhall Place (part) and Whittington Avenue (part). The market area is a designated pedestrian zone, 24 hours a day.

Loading/unloading by market traders displaying a permit and vehicles servicing premises in the market are allowed to do so up to 1100 hours and between 1500 and 1730 hours. There is a total closure of the market area to vehicular traffic between 1100 and 1500 hours and 1730 and 2300 hours Monday to Friday; this is achieved by the closure by market personnel of gates controlling the area.

### **Alleyway**

An Alleyway is a narrow highway where it is possible to park a motorcycle but not normally a car.

### **Mobile Parking Enforcement Patrols**

A) Mobile Parking Enforcement Patrols are to undertake general enforcement duties throughout the City, as instructed by the Director between:

Saturday	1330 to 1900
Sunday	0700 to 1900
Monday to Sunday	1900 to 0700

Please note that the start time of each period of enforcement begins on the day quoted, eg. the 1900 to 0700 shift from Monday commences at 1900 on Monday and finishes at 0700 on Tuesday, etc.

B) Public holidays                      0700 to 1900

C) Between 0830 and 1830 hours Monday to Friday, two Motorcycle PAs to patrol development sites and to respond to any ad-hoc parking on the instruction of the Director or the Radio Operator.

STREET	W. R	L.R	Mtrs	P/D	D/Bays	Other Bays
ABCHURCH LANE	1	0	0		0	0
ABCHURCH YARD	1	0	0		0	0
ADAMS COURT	Alleyway					
ADDLE HILL	1	0	0		0	0
ADDLE STREET	1	0	0		0	0
ALDERMAN'S WALK	1	0	0		0	M.C
ALDERMANBURY	12	0	10		2	Cy
ALDERMANBURY SQUARE	1	0	5		0	0
ALDERSGATE STREET	2	1	0		0	0
ALDGATE	2	1	0		0	0
ALDGATE HIGH STREET	2	1	0		0	
ALLHALLOWS LANE	2	0	0		0	0
AMEN CORNER	2	0	0		0	0
AMERICA SQUARE	1	0	3		1	0
ANGEL COURT	Pedestrian Zone At Any Time					
ANGEL PASSAGE	2	0	0		0	0
ANGEL STREET	2	0	0		0	Taxi
APOTHECARY STREET	1	0	0		0	0
APPOLD STREET	1	1	0	6	0	0
ARTHUR STREET	2	2,1	0		0	0
ARTILLERY LANE	1	0	0		0	0
ARTIZAN STREET	Alleyway				0	0
ASHENTREE COURT	Alleyway					
AUSTIN FRIARS	1	0	0		0	0
AUSTIN FRIARS PASSAGE	Alleyway					
AUSTIN FRIARS SQUARE	1	0	2		0	
AVE MARIA LANE	2	0	0		0	0
BACK PASSAGE	Alleyway					
BAKERS HALL COURT	1	0	2		0	0
BALL COURT	Alleyway					
BALTIC STREET WEST	1	1	4		2	Res
BARLEYMOW PASSAGE	Alleyway					
BARTHOLOMEW CLOSE	2	0	19		10	0
BARTHOLOMEW LANE	2	2	0		0	0
BARTLETT COURT	2	0	0		0	0
BASINGHALL AVENUE	1	0	0		0	0
BASINGHALL STREET	1	0	14		2	M/C
BEAR ALLEY	1	0	0		0	0
BEECH STREET	2	1	0		0	0
BEEHIVE PASSAGE	Alleyway					
BELL INN YARD	1	0	0		0	0
BELL WHARF LANE	2	0	0		0	0
BENGAL COURT	Alleyway					
BENNETS HILL	1	0	0		0	0
BEVIS MARKS	2	0	0		0	0
BILLITER SQUARE	2	0	0		0	0
BILLITER STREET	2	2	0		0	M/C
BIRCHIN LANE	1	0	0		0	0
BISHOPS COURT	2	2	0		0	0
BISHOPSGATE CHURCHYARD	1	0	0		0	CY
BLACKFRIARS COURT	1	0	0		0	0
BLACKFRIARS LANE	1	0	4		1	0
BLACKFRIARS PASSAGE	2	0	0		0	0
BLOMFIELD STREET	1	P1	6		0	M/C
BOLT COURT	Alleyway					
BOOTH LANE	1	0	0	0	0	



BOTOLPH LANE	1	0	4		0	0
BOTOLPH ALLEY	1	0	0		0	0
BOUVERIE STREET	1	0	0		0	0
BOW LANE					Pedestrian Zone At Any Time	
BRABANT COURT	1	0	0		0	0
BRACKLEY STREET	2	2	4		0	0
BREAD STREET	1	1	0		0	0
BREAMS BUILDINGS	1	1	5		2	0
BRIDE COURT	Alleyway					
BRIDE LANE	1	0	0		0	0
BRIDEWELL PLACE	1	0	5		1	0
BRIDGEWATER SQUARE	1	0	2		0	0
BRIDGEWATER STREET	2	0	0		0	0
BROAD STREET AVENUE	1	0	1		1	M/C
BROKEN WHARF	2	0	0		0	0
BROWNS BUILDINGS	Alleyway					
BRUSHFIELD STREET	1	0	3		0	Cy,Dr
BUCKLESBURY	2	2	0		0	0
BULLS HEAD PASSAGE	Alleyway					
BURDON STREET	1	0	0		0	0
BURY COURT	2	0	0		0	0
BURY STREET	1	0	6		2	0
BUSH LANE	1	0	0		0	M/C
CAMOMILE STREET	2	2	0		0	0
CANNON STREET	2	1	0		0	0
CAREY LANE	1	0	0		0	0
CARLISLE AVENUE	1	0	5		2	Taxi
CARMELITE STREET	1	1	10		1	M/C
CARTER LANE	2	P2	0		0	0
CARTHUSIAN STREET	2	0	0		0	0
CASTLE BAYNARD STREET	2	1	0		0	0
CASTLE COURT	Alleyway					
CATHERINE WHEEL ALLEY	Alleyway					
CATHERINE WHEEL ALLEY	1	0	0		0	0
CAVENDISH COURT	Alleyway					
CENTRAL AVENUE					Leadenhall Market	
CHANCERY LANE	1	1	8		0	0
CHANGE ALLEY	Alleyway					
CHARTERHOUSE SQUARE	1	0	4		2	
CHARTERHOUSE STREET	2	0			Smithfield CPZ	
CHEAPSIDE	1,2	1	0		0	Taxi
CHESHIRE COURT	Alleyway					
CHISWELL STREET	2	0	0		0	0
CIRCUS PLACE	1	0	0		0	MC Taxi
CLEMENTS LANE	1	0	0		0	
CLERK'S PLACE	Alleyway					
CLIFFORDS INN PASSAGE	Alleyway					
CLOAK LANE	1,2	0	9		1	0
CLOTH FAIR	1	1	2		0	0
CLOTH COURT	Alleyway					
CLOTH STREET	1	0	0		0	0
CLOTHIER STREET	1	0	0		0	0
COBBS COURT	Alleyway					
COCK HILL	Alleyway					
COCK LANE	2	0	0		0	0
COLEMAN STREET	1,2	1	19		2	0
COLEMAN STREET BUILDINGS	1	0	0		0	0
COLLEGE HILL	1	1	2		0	0
COLLEGE STREET	1	0	4		0	M/C
COOPERS ROW	1	0	4		0	0
COPTHALL AVENUE	1,2	0	3		0	0

COPTHALL BUILDINGS	Alleyway					
COPTHALL CLOSE	Alleyway					
CORBET COURT	1	0	0		0	0
CORNHILL	2	1,2	0		0	0
COUSIN LANE	2	0	0		0	0
COMPERS COURT	Alleyway					
CRANE COURT	Alleyway					
CREECHURCH LANE	1	0	7		1	0
CREECHURCH PLACE	1	0	2		0	M/C
CREED LANE	1	0	0		0	0
CRESCENT	1	0	18		0	0
CRIPPLEGATE STREET	Alleyway					
CROSBY SQUARE	1	0	0		0	0
CROSS LANE	1	0	0		0	0
CROSSWALL	1	0	15		1	0
CRUTCHED FRIARS	1	0	13		1	M/C
CULLUM STREET	1	0	0		0	0
CUNARD PLACE	Alleyway					
CURSITOR STREET	2,1	1	5		0	M/C
CUTLER STREET	1	0	0		0	0
DEANS COURT	1	0	0		2	0
DEVONSHIRE ROW	1	0	0		0	0
DEVONSHIRE SQUARE	1	0	16		2	0
DISTAFF LANE	1	0	0		0	0
DOBY COURT	1	0	0		0	0
DORSET BUILDINGS	1	0	0		0	0
DORSET RISE	1	0	7		0	M/C
DOWGATE HILL	1,2	0	8		1	MC Taxi
DUKES PLACE	2	1	0		0	0
EAST HARDING STREET	1	0	3		0	M/C
EAST POULTRY AVENUE				Smithfield CPZ		
EAST PASSAGE	Alleyway					
EASTCHEAP	1	0	12		4	M/C
ELDON STREET	1	0	0		2	0
FALCON COURT	Alleyway					
FANN STREET	1,2	2	7		2	Res
FEN COURT	Alleyway					
FENCHURCH AVENUE	2	2	0		0	M/C
FENCHURCH BUILDINGS	1	0	0		0	0
FENCHURCH STREET	2,1	1	0		0	0
FETTER LANE	2,1	1	9		2	M/C
FINCH LANE	2	0	0		0	0
FINSBURY AVENUE	Alleyway				0	0
FINSBURY CIRCUS	1	0		121	10	MC Taxi DR
FISH STREET HILL	1	P,2	5		0	0
FLEET STREET	P1,2	1	0		0	0
FORE STREET	2,1	0	8		3	C/Bay
FORE STREET AVENUE	1	0	0		1	M/C
FORT STREET	1	0	0		0	0
FOSTER LANE	1	0	2		0	M/C
FOUNDERS COURT	Alleyway					
FREDERICKS PLACE	1	0	0		0	M/C
FRENCH ORDINARY COURT	1					
FRIAR STREET	1	0	0		0	0
FRIDAY STREET	2	1	0		0	0
FURNIVAL STREET	2,1	0	8		1	0

GARDENERS LANE	1	0	0	0	0	
GARLICK HILL	1	1	0		0	0
GEORGE YARD	1	0	0		0	Taxi
GILTSPUR STREET	2	0	0		4	Taxi
GLASSHOUSE ALLEY	Alleyway					
GLOUCESTER COURT	2	0	0		0	0
GODLIMAN STREET	1	0	5		2	M/C
GOLDEN FLEECE COURT	Alleyway					
GOLDEN LANE	1,2	1	14		1	M/C
GOLDSMITH STREET	1	0	3		0	0
GOPHIR LANE	1	0	0		0	0
GORING STREET	1	0	2		0	0
GOSWELL ROAD	1	1	8		0	0
GOUGH SQUARE	Pedestrian Zone At Any Time					
GRAVEL LANE	1	0	4		1	M/C
GREAT BELL ALLEY	Alleyway					
GREAT NEW STREET	1	0	0		0	0
GREAT ST. HELENS	1a	0	3		0	M/C
GREAT ST. THOMAS APOSTLE	1	0	0		0	0
GREAT SWAN ALLEY	1	0	4		0	0
GREAT TOWER STREET	1	1	13		2	M/C
GREAT TRINITY LANE	1	0	0		0	0
GREAT WINCHESTER STREET	1	0	0		1	0
GREEN ARBOUR COURT	2	2	0		0	0
GRESHAM STREET	1,2	1	23		6	M/C, Taxi
GREYFRIARS PASSAGE	Alleyway					
GREYSTOKE PLACE	Alleyway					
GROCERS HALL COURT	1	0	0		0	0
GUNPOWDER SQUARE	Alleyway					
GUTTER LANE	1	0	7		1	M/C
HALF MOON COURT	Alleyway					
HAMMETT STREET	1	0	0		0	M/C
HANGING SWORD ALLEY	Alleyway					
HARE PLACE	Alleyway					
HARP ALLEY	Alleyway					
HARP LANE	1	0	0		0	0
HARROW PLACE	1	0	7		1	0
HART STREET	1	0	0		0	0
HAYDON STREET	1	0	0		0	0
HAYNE STREET	1	0	0		0	0
HENEAGE LANE	1	0	0		0	0
HIGH HOLBORN	1	1	0		0	0
HIGH TIMBER STREET	2	2	6		1	M/C
HIND COURT	Alleyway					
HOLBORN	1	1	0		0	M/C
HOLBORN CIRCUS	1	1	0		0	0
HOLBORN VIADUCT	2	2,1	0		0	Taxi
HONEY LANE	Alleyway					
HOOD COURT	Alleyway					
HOSIER LANE	1	0	8		1	0
HOUNDSDITCH	2	1	15		1	0
HUGGIN COURT	1	0	0		0	0
HUTTON STREET	1	0	0		0	0
IDOL LANE	1	0	0		0	0
INDIA STREET	1	0	0		0	0
IRELAND YARD	1	0	0		0	0
IRONMONGER LANE	1	1	0		0	0
JEWRY STREET	1	1	6		0	0

JOHN CARPENTER STREET	1	0	14		1	MC Taxi
JOHNSONS COURT	Alleyway					
KENNET WHARF LANE	2	1	0		0	0
KING EDWARD STREET	2	1	0		0	0
KING STREET	1	1	0		0	0
KING WILLIAM STREET	2	1	0		0	0
KINGSHORN STREET	1	1	0		0	0
KINGS ARMS YARD	1,2	0	0		0	0
KINGSCOTE STREET	1	0	3		1	M/C
KNIGHTRIDER COURT	1	0	2		0	0
KNIGHTRIDER STREET	1	0	0		0	0
LAMBETH HILL	2	0	0		0	0
LAURENCE POUNTNEY HILL	1	0	4		1	M/C
LAURENCE POUNTNEY LANE	1	0	0		0	0
LEADENHALL PLACE	2	2	0		0	0
LEADENHALL STREET	2	1	0		0	0
LIME STREET	1,2	2	0		0	0
LIME STREET PASSAGE			Leadenhall Market			
LIMEBURNER LANE	1,2	2	0		0	0
LINDSEY STREET	2	0		Smithfield CPZ		0
LITTLE BRITAIN	2	1	0		6	M/C
LITTLE COLLEGE LANE	Alleyway					
LITTLE NEW STREET	1	0	0		3	
LITTLE SOMERSET STREET	1	0	0		1	0
LITTLE TRINITY LANE	1	0	2		1	Dr.
LIVERPOOL STREET	1	1	18		2	M/C, Taxi Dr
LLOYDS AVENUE	1	0	18		1	M/C, Dr
LOMBARD COURT	1	0	0		0	0
LOMBARD LANE	1	0	0		0	0
LOMBARD STREET	1,2	1,2	0		0	0
LONDON STREET	2	0	0		0	M/C
LONDON WALL	2	1	0		0	0
LONG LANE	2,1	1	10		0	DR
LONG LANE			Smithfield CPZ			
LOTHBURY	2	2	0		0	0
LOVAT LANE	1	0	0		0	0
LOVE LANE	2	0	0		0	Pol
LOWER THAMES STREET (part)	2	2	0			0
LUDGATE BROADWAY	1	0	0		0	0
LUDGATE HILL	2	0	0		0	0
LUDGATE SQUARE			Pedestrian Zone At Any Time			
MAC'S PLACE	Alleyway					
MANSION HOUSE PLACE	2	1	0		0	0
MANSION HOUSE STREET	2	2	0		0	0
MARK LANE	1	0	25		2	M/C
MARTINS LANE	1	1	0		0	0
MASONS AVENUE	Alleyway					
MIDDLE STREET	1	0	0		0	0
MIDDLESEX STREET	1	1	10		1	M/C
MIDDLESEX PASSAGE	Alleyway					
MILK STREET	1	0	0		0	0
MILTON STREET	2,1	1	9		0	0
MINCING LANE	1	0	11		1	M/C
MINORIES	2	1	18		5	Taxi
MITRE COURT	Alleyway					

MITRE PASSAGE	Alleyway				
MITRE SQUARE	1	0	0	2	0
MITRE STREET	1	1	2	0	M/C
MONTAGUE STREET	2	1	0	0	0
MONUMENT STREET	1	0	10	2	MC Taxi
MOOR LANE	2,1	1	18	1	M/C
MOOR PLACE	1	1	2	0	0
MOORFIELDS	1	1	11	0	0
MOORFIELDS	Pedestrian Zone At Any Time				
MOORGATE	1,2	1	0	0	0
MOORGATE PLACE	1	0	0	0	0
MUSCOVY STREET	1	0	14	1	M/C
NEW BROAD STREET	Pedestrian Zone At Any Time				
NEW CHANGE	1	0	0	0	0
NEW FETTER LANE	2	1	7	1	0
NEW LONDON STREET	1	0	0	0	0
NEW STREET	1	0	0	2	Pol
NEW STREET SQUARE	1	0	0	0	M/C
NEWBURY STREET	1	0	0	0	0
NEWCASTLE CLOSE	1	0	0	0	0
NEWGATE STREET	2	1,2	0	0	0
NEWMANS COURT	Alleyway				
NICHOLAS LANE	1	0	0	0	0
NICHOLAS PASSAGE	Alleyway				
NOBLE STREET	1	1	8	1	MC Taxi
NORTHUMBERLAND ALLEY	1	0	0	0	0
NORWICH STREET	2,1	0	0	0	0
NUN COURT	Alleyway				
OAT LANE	1	0	3	0	0
OLD BAILEY	2	2	0	0	0
OLD BROAD STREET	2	1	3	0	0
OLD FISH STREET HILL	Alleyway				
OLD FLEET LANE	2	0	0	0	0
OLD JEWRY	1	1	6	1	M/C
OLD MITRE COURT	Alleyway				
OLD SEACOAL LANE	1	0	0	0	0
OUTWICH STREET	2	1	0	0	0
OXFORD COURT	1	0	0	0	0
PAGEANTMASTER COURT	1	0	0	0	0
PANCRAS LANE	1	0	0	0	0
PANYER ALLEY	Alleyway				
PATERNOSTER ROW	1	0	0	0	0
PEMBERTON ROW	1	0	0	0	0
PEPYS STREET	1	0	22	2	M/C
PHILPOT LANE	1	0	8	0	M/CTaxi
PILGRIM STREET	1	1	0	0	0
PINDAR STREET	1	0	0	0	0
PLAYHOUSE YARD	1	0	0	0	0
PLEYDELL COURT	Alleyway				
PLEYDELL STREET	1	0	0	0	0
PLOUGH COURT	Alleyway				
PLOUGH PLACE	1	0	0	0	M/C
PLUMTREE COURT	1	0	8	2	0

POPES HEAD ALLEY	Alleyway					
POPPINS COURT	1	0	0	0	0	
PORTSOKE STREET	1	0	10	1	0	
POST OFFICE COURT	Alleyway					
POULTRY	2	2,1	0	0	0	
PRIMROSE HILL	1	0	0	0	0	
PRIMROSE STREET	2	0	0	0	0	
PRINCES STREET	2	2,1	0	0	0	
PRINTER STREET	1	0	0	0	0	
PRUDENT PASSAGE	Alleyway					
PUDDING LANE	2,1	2	3	0	M/C	
PUDDLE DOCK	2	2	0	0		
QUALITY COURT	Alleyway					
QUEEN STREET	1,2	0	0	0	0	
QUEEN STREET PLACE	2	1		0	0	
QUEEN VICTORIA STREET	1,2	2,1	4	2	Taxi	
QUEENHITHE	2,1	0	0	0	0	
RANGOON STREET	1	0	0	0	0	
RED LION COURT	1	0	0	0	0	
RISING SUN COURT	Alleyway					
ROLLS BUILDINGS	1	0	8	0	M/C	
ROLLS PASSAGE	Alleyway				0	
ROOD LANE	1	1	2	0	M/C	
ROPEMAKER STREET	1	1	0	0	Taxi	
ROYAL EXCHANGE AVENUE	Alleyway					
ROYAL EXCHANGE BUILDINGS	Alleyway					
RUSSIA ROW	1	0	3	0	0	
SALISBURY COURT	1	0	0	2	M/C Dr	
SALISBURY SQUARE	1	0	0	0	0	
SALTERS HALL COURT	1	0	2	0	0	
SANDY'S ROW	1	0	0	0	0	
SARACENS HEAD YARD	1	0	0	0	0	
SAVAGE GARDENS	1	0	5	1	0	
SEETHING LANE	1	0	8	1	0	
SERMON LANE	Alleyway					
SHERBORNE LANE	1	0	0	0	0	
SHIP'S TAVERN PASSAGE	Alleyway					
SHOE LANE	1,2	1,2	18	2	Taxi	
SILK STREET	2	1	0	2	C/Bay	
SISE LANE	1	0	0	0	0	
SKINNERS LANE	1	0	0	0	0	
SMITHFIELD STREET	1	0	4	0	M/C	
SNOW HILL	1,2	0	5	1	M/C, Dr/Pol	
SOUTH PLACE	1	1	0	0	0	
SOUTH PLACE MEWS	1	0	0	0	0	
SOUTHAMPTON BUILDINGS	1	1	7	3	M/C	
SOUTHWARK BRIDGE	1	0	0	0	0	
ST ALPHAGE GARDENS	2	0	0	0	0	
ST ANDREWS HILL	1	0	2	1	0	
ST ANDREWS STREET	1	1	9	0	M/C	
ST BOTOLPHS ROW	Alleyway					
ST BOTOLPH STREET	2	2	0	0	0	
ST BRIDES AVENUE	Alleyway					
ST BRIDES PASSAGE	Alleyway					
ST BRIDES STREET	1,2	1	9	1	M/C Taxi	
ST CLARE STREET	1	0	0	0	0	

ST CLEMENTS COURT	Alleyway					
ST DUNSTANS ALLEY	Alleyway					
ST DUNSTANS COURT	Alleyway					
ST DUNSTANS HILL	1	0	0		0	0
ST DUNSTANS LANE	Alleyway					
ST GEORGES COURT	2	2	0		0	0
ST GEORGES LANE	1	0	0	0	0	0
ST JAMES' PASSAGE	Alleyway					
ST KATHERINES ROW	Alleyway					
ST MARTINS LE GRANDE	2	1	0		0	Taxi
ST MARY AT HILL	1	0	3		2	0
ST MARY AXE	2,1	0	4		0	M/C
ST MICHEALS ALLEY	Alleyway					
ST OLAVES COURT	Alleyway					
ST PAULS CHURCHYARD	1	1	0		0	Bus Lane
ST PAULS COACH PARK	2	0	0		0	10 Coach P/D
ST PETERS ALLEY	Alleyway					
ST STEPHENS ROW	Alleyway					
ST SWITHINS LANE	1	1	0		0	0
STAINING LANE	1	0	5		1	0
STAPLES INN BUILDINGS	Alleyway					
STAR ALLEY	Alleyway					
STEW LANE	1	0	0		0	0
STONECUTTER STREET	1,2	1	5		0	0
STONEY LANE	1	0	9		0	0
SUFFOLK LANE	1	0	0		0	0
SUGAR BAKERS COURT	Alleyway					
SUN COURT	Alleyway					
SUN STREET	1	0	0	7	0	M/C,Taxi
SWAN LANE	2	0	0		0	Taxi
TALBOT COURT	Alleyway					
TALLIS STREET	1	1	5		0	M/C
TELEGRAPH STREET	1	0	0		0	0
TEMPLE AVENUE	1	0	9		4	0
TEMPLE LANE	1	0	0		0	0
THAVIES INN	1	0	5		2	0
THREADNEEDLE STREET	2	2,1	0		0	0
THROGMORTON STREET	Pedestrian Zone At Any Time					
TOKENHOUSE YARD	2	0	0		0	M/C
TOOKS COURT	1	0	0	0	0	0
TOWER ROYAL	1	0	0		0	0
TRINITY SQUARE	1	0	0		0	0
TRUMP STREET	1	0	3		2	0
TUDOR STREET	1	1	12		2	M/C,Dp
TURNAGAIN LANE	1	0	0		0	0
UNDERSHAFT	2	0	0		0	0
VINE STREET	1	0	8		0	0
VISCOUNT STREET	2,1	0	2		0	0
WALBROOK	2	2	0		0	0
WARWICK LANE	2	0	0		0	0
WARWICK SQUARE	2	2	0		0	0
WATERGATE	1	1	8		0	0

WATLING COURT	1	0	0		0	0
WATLING STREET	1	0	15		2	M/C
WELL COURT	1	0	0		0	0
WEST HARDING STREET	1	0	0		0	0
WEST POULTRY AVENUE	1	0		Smithfield CPZ		0
WEST SMITHFIELD	2	0	33		12	M/C, Tax, Am,Dr
WEST SMITHFIELD	1	0		Smithfield CPZ		
WHALEBONE COURT	Alleyway					
WHITE HART COURT	1	0	0		0	M/C
WHITE KENNETT STREET	1	0	0		0	0
WHITECROSS STREET	2	1	0		0	0
WHITEFRIARS STREET	1	0	5		2	M/C, Dip
WHITEHORSE YARD	1	0	0		0	0
WHITTINGTON AVENUE	2	0	0		0	0
WIDEGATE STREET	1	0	0		0	0
WILSON STREET	1	0	0	14	0	0
WINE OFFICE COURT	Alleyway					
WOOD STREET	12	0	6		2	M/C Pol
WORMWOOD STREET	2	2.1	0		0	0
WORSHIP STREET	1	0	0		0	0
WRESTLERS COURT	Alleyway					



**APPENDIX : 10 DEFAULTS**

**THRESHOLD OF DEFAULT POINTS:**

500/per four week period

**DAMAGES ATTRIBUTED TO EACH POINT ABOVE THRESHOLD**

£1

NOTE: 'Instances' are counted per four-week period

<b>CONTRACT DEFAULT</b>	<b>1<sup>st</sup> Instance</b>	<b>Subsequent Instances in the same period</b>
Failure to have any member of uniformed staff properly presented, per occasion	20	50
Failure by a Parking Attendant to attend an Adjudication hearing and give evidence satisfactorily	120	120
Failure to either report or remove from service in accordance with the Specification a defective parking meter or pay and display machine	50	50
Failure to have contract vehicles properly presented, per occasion	20	50
Commitment of a Parking Contravention by a contract vehicle	250	250
Failure to implement a notified suspension	80	80
Failure to carry out specified procedures to either open and close the Moor Lane gate, per occasion	20	20
Clamp a vehicle in breach of clamp and Removal Guidelines	Cost of refund plus 10%	
Remove a vehicle in breach of clamp and Removal Guidelines	Cost of refund plus 10%	
Failure to use the Dispatch Control facility as specified, per occasion	Removal 100 Clamp 20	Removal 100 Clamp 20
Failure by the Dispatch Controller, during operational hours, to arrange for the de-clamping of a vehicle within one hour of payment notification, per occasion	20	20
Failure to provide a copy of a valid PCN, per occasion	50	50
Failure to maintain, and subsequently provide Parking Attendant pocket book details in accordance with the Specification, - per pocket book	50	50

**APPENDIX 11: FORMAL DOCUMENTATION**

<b>DOCUMENTATION</b>	<b>RESPONSIBILITY</b>
Penalty Charge Notice*	Contractor
Meter Fault Cards	Contractor
Meter Bags and "DO NOT INSERT COIN" LABELS	Contractor
Manual Tickets	Corporation
PCN Carrier	Corporation
PCN Payment Slips	Corporation

\*Documents are as defined in COPPE.

**APPENDIX 12: MANAGEMENT AND FINANCIAL INFORMATION REQUIREMENTS**  
**PENALTY CHARGE NOTICES**

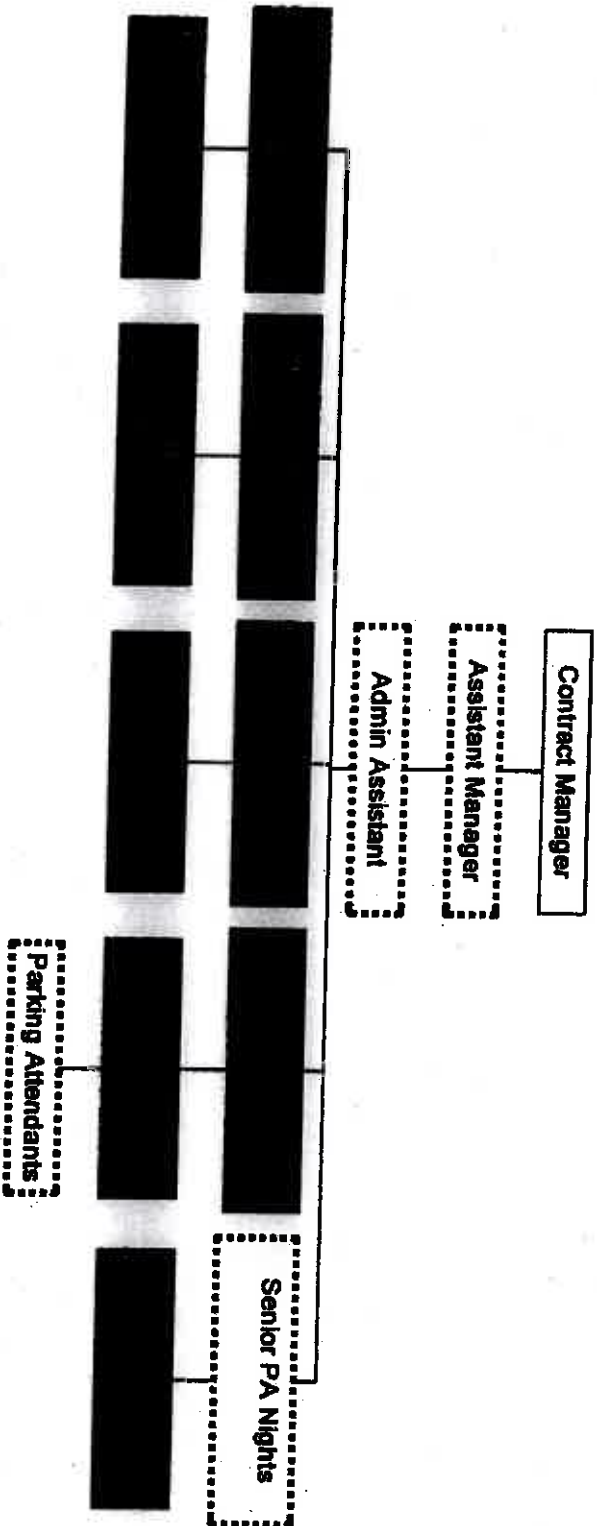
<b>MANAGEMENT REPORTS</b>		
<b>DESCRIPTION</b>	<b>FREQUENCY</b>	<b>DATE OF SUBMISSION</b>
Total number of valid PCNs issued	Daily	N.W.D*
Total number of PCNs which could not be issued ( VDA)	Daily	N.W.D
Total number of voided PCNs	Daily	N.W.D
Number of vehicles authorised to be clamped	Daily	N.W.D
Number of vehicles authorised to be removed	Daily	N.W.D
Number of vehicles clamped	Daily	N.W.D
Number of vehicles removed	Daily	N.W.D
Staffing Level (average Daily Requirement Measurement Schedule)	Daily	N.W.D
Notification of completed bay suspensions/de-suspensions	Daily	N.W.D
Details of the Meters /Pay and Display Machines taken out of service	Daily	N.W.D

\*N.W.D = Next Working Day

### APPENDIX 13: STAFFING LEVELS, FUNCTIONS AND DEPLOYMENT

The following structure should be used as a guide and not a requirement.

# GUIDE TO STAFFING STRUCTURE



APPENDIX 14

**FUNCTION, DAILY ENFORCEMENT AND NUMBERS EMPLOYED OF OPERATIONAL STAFF**

**Notes:**

1. The Contractor shall decide the number of staff to be employed to meet the Minimum Daily Requirement without fail, and the Average Daily Requirement barring exceptional circumstances.
2. Staff positions marked (\*) are not counted towards the Key Performance Indicators.
3. The 'Comments' column is intended to give further guidance to the Contractor on the function of the post, and to illustrate from where cover may be obtained within the other staff functions.

Staff	Establishment (Contractor to decide)	Average Daily Requirement Mon-Fri	Min. Daily Requirement Mon-Fri	Function	Comments
Rapid Response (cyclists)		4	3	A team of PAs on cycles who can be directed by the controller to any particular location or hotspot. The City is divided into areas to ensure a rapid response can be achieved.	R.R will work in two shifts between 0700 and 1900 hours of not more than nine hours in length. This duty cannot be covered in the short term by other PAs as specialist training is required and it is essential that the minimum daily requirement is met.
Motor Cycle PAs		1	1	1 PA on a motor cycle patrolling the development sites ensuring conditions of licences and dispensations are met.	A motor cyclist works a ten-hour day. This duty cannot be covered in the short term by other PAs as specialist training, and uniform is required.
On Board PAs		3	3	3 OBPA's employed to accompany the Clamp and Removal enforcement vehicles to authorise clamp and removals	OBPA's work a ten-hour day on the Clamp vehicles and a 12-hour day on the removal vehicle. This duty may be covered by suitably qualified PAs in the short term.
Co-ordinator		3	3	To direct on-street staff as specified.	May be possible to cover the duty in the very short term, (eg for a few hours on occasional mornings) by use of management staff, but generally specialist training would be required so dedicated staff are needed.

## FUNCTION, DAILY ENFORCEMENT AND NUMBERS EMPLOYED OF OPERATIONAL STAFF

Staff	Establishment (Contractor to decide)	Average Daily Requirement Mon-Fri	Min. Daily Requirement Mon-Fri	Function	Comments
Senior PA		4	3	Carry out the duties of a PA and assist the Team Leader with supervision of the team, deputising for the Team Leader when necessary.	Sickness, leave and training can be covered by Team Leaders. Also required to take responsibility for supervision on Saturday and Sunday. An Average Daily Requirement of 4 is needed for 17 PAs.
PA		To be specified by Contractor in Pricing Schedule: Section 3.	17 to 19 (see table One in Specification)	To enforce the on street regulations as laid down by the Corporation of London Traffic Management policy. To assist members of the public with information relating to parking.	Minimum number essential and measured in the KPIs. Contractor can use staff to cover leave, training and sickness from within their team and this can fall below the Daily Requirement if average is maintained per period as measured in KPI. Also required on Saturday and Sunday.
Night Duty		2 (7 day week)	2 (7 day week)	One PA and one Senior PA to undertake mobile patrol of the City area throughout the night enforcing the regulations where applicable.	Night duty is a 7-day on and 7 day off rota. Cover using off-duty PAs.

## FUNCTION, DAILY ENFORCEMENT AND NUMBERS EMPLOYED OF OPERATIONAL STAFF

Staff	Establishment (Contractor to decide)	Average Daily Requirement Mon-Fri	Min. Daily Requirement Mon-Fri	Function	Comments
Coach Park PA		2 (Mon-Sat)	2 (Mon-Sat)	To patrol and enforce regulations in St Paul's Coach Park, ensuring payment by users, and on public highways adjacent to Tower Hill, to marshal and control the parking of coaches.	Coach Park PAs work a ten-hour day plus 6 hours on Saturday morning. Suitable qualified PAs could cover these duties, however specialist training is required (Note only Mon-Fri duties will be measured in KPI).
Team Leaders*		4	3	Lead a team of up to six PAs and Senior PAs and to be accountable for the performance training and morale of that team	Sickness, training and leave can be covered by Senior PAs. An Average Daily Requirement of 4 is needed for the minimum requirement of 17 PAs. This may rise if the Contractor decides that more PAs are needed.
Contracts Manager*			1	Has overall responsibility to manage and control daily routine services.	Must have authority to respond to instructions on matters relating to day to day operations and service planning.
Assistant Contracts Manager*			1	Assistant to the Contracts Manager.	Must be capable of assuming overall control in the absence of the Contracts Manager.

**APPENDIX 15: STAFF WORK PATTERNS**

Staff	Working Pattern	Daily Hours worked incl. 1 hr meal break	Remarks
Rapid Response	Mon-Fri (2 shifts)	7am - 4pm 10am - 7pm	Not required at weekends
On Board Parking Att. ( Clamp)	Mon-Fri	8am - 6.30pm	Not required at weekends
On Board Park.Att. ( Removal)	Mon-Fri	7am - 7pm	Not required at weekends
Motorcycle Park.Att.	Mon-Fri	8am - 6.30pm	Not required at weekends
Team Leaders	Mon-Fri (2 shifts)	7am - 4pm 10am - 7pm	Not required at weekends
Senior Parking Attendant	Mon-Fri (2 shifts)	7am - 4pm 10am - 7pm	
	Saturday (2 shifts)	8am - 2pm 2pm - 7pm	One No.
	Sunday/Bank Holiday	7am - 7pm	One No.
Parking Attendant	Mon-Fri (2 shifts)	7am - 4pm 10am - 7pm	
	Saturday (2 shifts)	8am - 2pm 8am - 7pm	Seven working 8am - 2pm One working 8am - 7pm
	Sunday (2 shifts)	9am - 4pm 7am - 7pm	One No.
	Bank Holiday	7am - 7pm	
Senior Park. Attendant (Nights)	7 Day week	7pm - 7am	Nights: Two teams of two
Parking Attendant (Nights)	7 Day week	7pm - 7am	Staff (one SPA, one PA)
Coach Park PAs	Mon-Fri Sat	8.30am - 6.30pm 8.30am - 1.30pm	One at each location
Helpline co-ordinator	Mon-Fri	8am - 6.30pm	Not required weekends
Dispatch Co-ordinator	Mon-Fri	7am - 6.30pm	As removal OBPA
Radio Co-ordinator	Mon-Fri Saturday	8am - 7pm 8am - 2pm	Not required Sunday

It is suggested that staff in specialist areas are awarded a higher rate of pay and graded between the foot patrols and the Supervisory staff.



## KEY PERFORMANCE INDICATORS

### 1. The Key Performance Indicators (KPIs) shall be:

- (a) Minimum Daily Requirement (for staff)
- (b) Average Daily Requirement
- (c) Contractor's Audits
- (d) Training Plan Progress
- (e) Quality of Pocket Books
- (f) Quality of Photographs
- (g) PCNAL (Option 2)

These are described further below.

### 2. Minimum Daily Requirement

Staff posts will be assessed in two categories:

- (a) Those that must be covered without fail. These are assessed as a KPI.
- (b) Managers and administrative staff. These are excluded from KPI assessment.

3. The Minimum Daily Requirement will measure the first category, in numbers of persons. The Contractor will be required to have on site and available for work every weekday without fail a Minimum Daily Requirement of three rapid response cyclists, one motor cycle patrol rider, three on-board PAs (OBPAs) two coach park PAs, three co-ordinators, three senior PAs, a night crew of two and (initially) at least seventeen PAs. The Contractor will allow for more staff than the minimum to be on duty, but if staff for these posts fail to report for work, then the post shall be covered from elsewhere in the service with staff of comparable skills to ensure the Minimum Daily Requirement is always met. For the PAs, on the rare occasions when many staff unexpectedly fail to report for work (an example being an epidemic) the Contractor can withdraw staff from the least productive beats without significant detriment to the service, but he must achieve a minimum of seventeen (initially) if the performance payment is not to be affected.

### 4. Average Daily Requirement

This indicator will ensure that, measured over each four-week period (13 per year) the Contractor has the required number of staff at work. It will be measured against the Average Daily Requirement set out in Appendix 14 and the hours in the Staff Work Patterns (Appendix 15) across weekdays only. Taken together with the Minimum Daily Requirement, this will ensure the Contractor is managing his staff effectively and obtaining proper productivity from them. The operational staff hours (excluding managers and administrative staff) will be counted.

5. Measurement will be effected by the Contractor on an hourly basis between 7am and 7pm Monday to Friday using the Average Daily Requirement Measurement Schedule (a spreadsheet). This Schedule will be used to record the dedicated resources that the Contractor will deploy while meeting the PCNAL. Each individual category of site personnel dedicated to this contract must be shown in one hour intervals, at times when they are actually on duty during the Operational Hours in accordance with the Staffing Schedule. If the Contractor wishes to include other categories of staff in addition to those in Appendix 14, then he may amend the layout of the schedule accordingly.
6. The schedule shall be completed daily and transferred electronically the following working day to the Director.

7. When staff take approved breaks there will always be adequate staff available to maintain the specified services.
8. Staff will be required to record their presence at the operational base daily in a manner the Director can use to verify that the staff named are present and engaged on the contract.
9. The use of an average staffing level is intended to overcome the weakness of specifying a higher minimum staffing level, such that the Contractor can make reasonable provisions from day to day for the staff he needs in order to meet the Daily Requirement, without instant penalty should a member of staff fail to report for work. Events like this can be allowed for by having additional staff on duty on subsequent days, and these staff shall come from the staff listed in the Pricing Schedule working overtime or extra hours, at the Contractor's expense.
10. The use of an average staffing level also allows the Contractor to move staff between job types where training, experience and equipment permit.

#### **Contractors In-Service Audits**

11. The Contractor will undertake each four-week period a set number of checks of the service. These will be to a set format, as jointly agreed, to cover the KPIs and other measures of performance. They will be produced for the monitoring meeting of which there will be one per four-week period. This indicator will measure simply that they are done, and to the agreed format. The Director will in turn select random items from some or all of the audits for client inspection, and should any misrepresentation be found, the Contractor's performance payment will be cut by three increments, irrespective of actual performance.

#### **Training Plan Progress**

12. Progress with training is crucial to the delivery of this contract, and therefore must be measured. This may be based on the Contractor's own development plan for staff, which will have clear targets built in. This plan will include at least seven days training for all existing staff in the first year of operation, and seven days training for all new operational staff in their first year. These training days will involve the removal of staff from their daily duties.
13. In subsequent years, training will be such that the skills of staff are maintained, and that staff are kept up to date with changes in techniques and legislation. This is unlikely to involve less than four days training each per year away from usual duties.
14. Contractors shall also use their staff to provide on the job training and direction. The requirement to have a well-structured promotional ladder for PAs, from Senior PA to Team Leader, is intended to allow the resource for such on the job training and personal development.
15. Contractors shall implement the training plan as submitted with their tender without delay after the award of the contract.

#### **Pocket Books**

16. Each PA shall have a pocket book and record in any thing unusual to a pre-set format. The format will be agreed with the Contractor but it will cover the usual range of events to be met on street so that the Contractor and the Director can use it to aid enforcement, to support other evidence if a PCN is disputed, to help resolve complaints, and to show generally what actions the PA took in extraordinary circumstances.

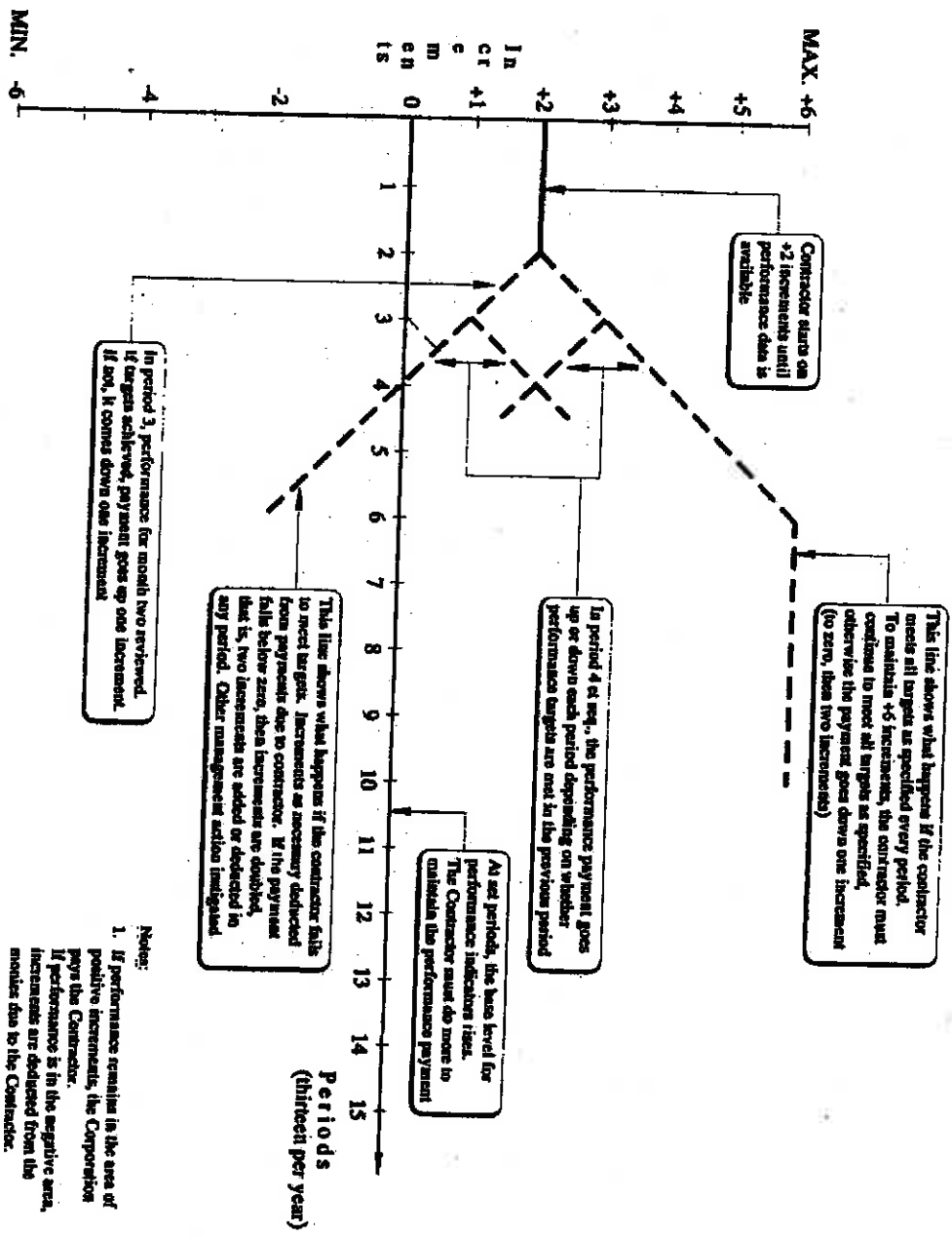
#### **Photographs**

17. As an added aid to enforcement PAs and all operational staff shall use digital cameras to photograph offending vehicles to record almost every offence. The quality of photos will be assessed against jointly agreed criteria of clarity and content, to support the principles of aiding enforcement as set out in paragraph 16 above.

**PCNAL (Option 2)**

18. As detailed in Section 4.3 of the Specification, the contractor will be expected to reach a PCNAL of 55,000 PCNs pa. In Option 1, failure to achieve the PCNAL will result in the assessment of liquidated damages. In Option 2, the PCNAL is assessed in the form of a KPI. No liquidated damages are imposed for failure to reach the PCNAL, but instead failure to reach the PCNAL for the period will result in an incremental reduction in the performance payment mechanism.

ILLUSTRATION OF THE OPERATION OF THE PERFORMANCE PAYMENT FOR PARKING



**THE CORPORATION OF LONDON**  
**ON-STREET PARKING ENFORCEMENT**  
**THE PARKING ATTENDANT SERVICE**  
**PART THREE**  
**THE PRICING SCHEDULE**

## **THE PRICING SCHEDULE**

### **PREAMBLE**

#### **General**

1. The conditions of Contract and Specification are to be read in conjunction with the Pricing Schedule.
  2. The Contractor shall be deemed to have visited the enforcement area to satisfy himself as to the geographical nature of the area; the volumes and fluctuations in road traffic activity; the extent, variety and variation in the level of parking infringement taking place and all other factors which could affect the satisfactory provision of the parking enforcement service.
  3. The rates and prices to be inserted in the Pricing Schedule and Schedule of Rates shall be the full inclusive value of the work described under the several items, including all cost and expenses which may be required for the satisfactory performance of the services, together with all general risks, liabilities and obligations set forth or implied as necessary to comply with the Conditions of Contract, the Specification (whether or not specific mention is made in particular clauses of the Specification or particular items in the Pricing Schedule of Rates, as to the inclusion of costs) and all documents forming part of the Contract.
  4. "Provisional" means an item of work or a sum which:
    - (i) May be required to cover variations and
    - (ii) Cannot be accurately measured but for which it is deemed necessary to make provision.
- There is no guarantee that any or all of these items will be undertaken during the contract period.
5. Each item in the Pricing Schedule, including requests for subsidiary Rate Breakdowns, shall be priced. Items against which no prices or rates are entered will be deemed to be covered by the other rates and prices in the Pricing Schedule. Two Pricing Schedules (Section 3 Staffing Costs) are included, both of which must be completed. This is to allow the Contractor to make any changes to Overheads, Profit and Performance Payment that they may deem necessary, depending on whether Option 1 (PCNAL assessed through liquidated damages) or Option 2 (PCNAL assessed as a KPI) is adopted.
  6. The principle of this contract is that the Corporation will pay the Contractor's costs of providing the staff that the Contractor has indicated in the Pricing Schedule that he requires to employ (the Establishment Level) in order for the Contractor to meet his obligations to achieve the PCNAL, perform in accordance with the Key Performance Indicators, and to meet the Average Daily Requirement for staff and to meet the requirements of the specification. Any staff that the Contractor requires in addition to those listed in order to fulfil these requirements will be at his expense and will not be reclaimable from the Corporation.

### **The Daily Requirement of staff.**

7. The Minimum Daily Requirement for certain functions must be provided without fail, and these are specified in Appendix 14. The Average Daily Requirement is the usual number of staff the Contractor expects to have on duty, for the shifts and hours specified in the Staff Work Patterns. The Contractor must state their proposed Average Daily Requirement for PAs.

### **The Number of Staff to be Employed (The Establishment Level)**

8. The Contractor shall decide the number of persons in the respective functions he needs to employ to ensure the Average Daily Requirement is usually achieved and the Minimum Daily Requirement is always achieved. In doing this he will have regard to matters like sickness levels, staff turnover rates, annual leave, time lost for disciplinary matters and days allowed for training, and the guidance on staffing functions set out in Appendix 14.
9. The Contractor shall enter the Establishment Level in the Pricing Schedule, and the annual cost for the number of staff employed.
10. Where the Minimum Daily Requirement for staff (PAs) increases during the period of the contract, the Contractor may allow for the Establishment Level to vary. The number of Team Leaders and Senior PAs is dependent on the Daily Requirement for PAs, and therefore the minimum number of these staff has been shown in the Schedule. If these numbers increase, the Contractor should insert the additional staff cost in the relevant years.

### **Other Staff**

11. The Contractor may also wish to employ other staff who will be employed full time on this contract, for example to provide administration or training functions. Such staff costs shall be shown in the Pricing Schedule. Contractors may not require them for all of the five years, in which case they shall be shown in the years they are required. Staff not wholly employed on this contract shall be included as overheads.

### **Payment**

12. During the period of the contract, the Corporation will pay for staff per four week period at one thirteenth of the annual cost as inserted in the Pricing Schedule or as subsequently adjusted in accordance with the terms of the contract.
13. The Contractor shall also complete the Appendix to the Pricing Schedule which shows how he calculated at the annual salary costs for each staff function. Contractors shall note that in Year 1, the average annual salary for a PA shall be at least £18,000, later rising to at least £18,750 in Year 2), in line with Section 6.1 of the Specification. PAs, Senior PAs, and Team Leaders shall work shifts of no more than nine hours on Mondays to Fridays inclusive of meal breaks.

### **Overheads and Profit**

14. The Contractor shall insert a percentage being the amount he wishes to be paid for overheads and profit. (If the Contractor wishes, this percentage may be different for each year of the contract, and the Pricing Schedule should be completed accordingly) This will be multiplied

by the sum of the staffing costs to produce a sum which shall be added to the staffing costs. The percentage shall include for all services provided in support of this contract, but not covered by other items in the pricing schedule. These will include head office costs, personnel and human resources services, training, cost of sickness and absenteeism not covered elsewhere, senior management, and the like. The Contractor may also wish to include here an element for profit.

#### **The Performance Payment**

15. The Contractor shall insert a percentage (between 2% and 10%) that shall be multiplied by the sums for staffing and overheads and profit to produce a further sum to be called the Maximum Performance Payment. (If the Contractor wishes, this may be a different percentage for each year). For the purposes of assessment of tenders, the Maximum Performance Payment this sum will be added to the sums for staffing and overheads and profit to produce the Staffing Costs Total.
16. During the contract, the sum calculated for the Maximum Performance Payment shall be paid in whole or in part, or be deducted in whole or in part, in accordance with the terms of the contract. It will be calculated at the start of each year on the basis of the anticipated staffing costs for that year, including the percentage for overheads and profit and including the specified percentage for inflation. It will not be further adjusted during the course of the year should for example, staffing levels change.

#### **Inflation**

17. No allowance for inflation should be made in the Pricing Schedule. This will be calculated in accordance with the terms of the contract as the contract proceeds.

#### **Additional Staffing Costs at Weekends**

18. Allowance should be made in the Pricing Schedule for the additional costs of staff working weekends. It is the intention of this contract to allow provision for staff to be paid extra for weekend working, rather than be rostered as a matter of course to work on Saturdays and Sundays without an enhancement.



**PRICING SCHEDULE**

**SCHEDULE ONE GENERAL ITEMS OVER FIVE YEARS**

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	RATE	£	P
<b>SCHEDULE 1B</b>						
<b>GENERAL COSTS</b>						
1.1	Provide and maintain all insurances required under the terms of the contract.	13	Per 4 week period			
<b>OPERATIONAL BASE</b>						
1.2	Provide and maintain an Operational Base, in the City including all furniture, office equipment, telephone services, energy charges and all other support costs.	13	Per 4 week period			
1.3	Allow for any other costs not provided elsewhere (Contractor to list)	13	TRAINING Per 4 week period			
<b>EQUIPMENT AND VEHICLES</b>						
1.4	Provide new Hand Held Computer Terminals, printers and all ancillary equipment necessary to issue Penalty Charge Notices (payment to commence once new equipment is operational.	13	Per 4 week period.			
1.5	Maintain hand held terminals and all ancillary equipment (payment to commence once new equipment is operational.	13	Per 4 week period.			
1.6	Provide a voice over radio communication system, liked to a suitable aerial( payment to commence once new equipment is operational)	13	Per 4 week period.			
				<b>Total To Summary</b>		

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	RATE	£	p
1.7	Maintain new radio system (payment to commence once new equipment is operational).	13	Per 4 week period			
1.8	Provide Digital Cameras	13	Per 4 week period.			
1.9	Provision of uniform for all operational personnel	13	Per 4 week period.			
1.10	Provide, maintain and run four wheeled motor vehicle(s)	13	Per 4 week period			
1.11	Provide, maintain and run two wheeled motor vehicles.	13	Per 4 week period.			
1.12	Provide and maintain bicycles	13	Per 4 week period.			
1.13	Provide documentation as listed below Penalty Charge Notice and a copy Out of Order postage paid ( second class) cards Self-adhesive " Do Not Insert Coin" sticker. "Out of Order" parking meter bags.	13	Per 4 week period.			
1.14	Allow sum for payments for special events (PROVISIONAL)		sum			
<b>Total To Summary</b>						

**SCHEDULE TWO GENERAL ITEMS IN THE FIRST YEAR ONLY**

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	RATE	£	p
2.1	Maintain existing hand held computer terminals, printers and ancillary equipment (for one year only)	13	Per 4 week period.			
2.2	Maintain existing voice over radio equipment (for one year only)	13	Per 4 week period.			
<b>Total To Summary</b>						

**PRICING SCHEDULE**

**SECTION 3a - STAFFING COSTS (Option 1 - PCNAL / Liquidated Damages)**

ITEM	DESCRIPTION	Min Daily Req't	Average Daily Req't	Establishment Level No of staff	Annual Unit Cost (from Appendix)	Annual Cost for Staff Employed					TOTAL for 5 years
						Year 1	Year 2	Year 3	Year 4	Year 5	
2.1	Parking Attendants	17	TBA								
		17	TBA								
		18	TBA								
		18	TBA								
		19	TBA								
2.2	Senior Parking Attendants	3	4								
2.3	Team Leaders*	3	4								
2.4	Rapid Response (cyclists)	3	4								
2.5	Motor Cycle PAs	1	1								
2.6	On-Board PAs	3	3								
2.7	Night Duty PAs	2	2								
2.8	Coach Park & Tower Hill PAs	2	2								
2.9	Co-ordinators	3	3								
2.10	Assistant Manager*	1									
2.11	Contract Manager*	1									
2.12	Other staff (contractor to list)										
2.13											
2.14	Additional Staff Costs for Weekends										
<b>TOTAL STAFF COSTS FOR EACH YEAR</b>											
<b>OVERHEADS AND PROFIT (% FOR EACH YEAR OF STAFF COSTS)</b>											
<b>ANNUAL SUMS FOR OVERHEADS AND PROFIT</b>											
<b>MAX PERFORMANCE PAYMENT (% between 2% and 10%)</b>											
<b>ANNUAL SUMS FOR MAXIMUM PERFORMANCE PAYMENTS</b>											
<b>TOTAL Carried forward to Summary</b>											
Note: Posts marked (*) not assessed in KPI											

**PRICING SCHEDULE**

**SECTION 3b - STAFFING COSTS (Option 2 - PCNAL / KPI)**

ITEM	DESCRIPTION	Min Daily Req'mt	Average Daily Req'mt	Establishment Level No of staff	Annual Unit Cost (from Appendix)	Annual Cost for Staff Employed					TOTAL for 5 years	
						Year 1	Year 2	Year 3	Year 4	Year 5		
2.1	Parking Attendants	17	TBA									
		17	TBA									
		18	TBA									
		18	TBA									
		19	TBA									
2.2	Senior Parking Attendants	3	4									
2.3	Team Leaders*	3	4									
2.4	Rapid Response (cyclists)	3	4									
2.5	Motor Cycle PAs	1	1									
2.6	On Board PAs	3	3									
2.7	Night Duty PAs	2	2									
2.8	Coach Park & Tower Hill PAs	2	2									
2.9	Co-ordinators	3	3									
2.10	Assistant Manager*	1										
2.11	Contract Manager*	1										
2.12	Other staff (contractor to IIS)											
2.13												
2.14	Additional Staff Costs for Weekends											
<b>TOTAL STAFF COSTS FOR EACH YEAR</b>												
<b>OVERHEADS AND PROFIT (% FOR EACH YEAR OF STAFF COSTS)</b>												
<b>ANNUAL SUMS FOR OVERHEADS AND PROFIT</b>												
<b>MAX PERFORMANCE PAYMENT (% between 2% and 10%)</b>												
<b>ANNUAL SUMS FOR MAXIMUM PERFORMANCE PAYMENTS</b>												
<b>TOTAL Carried forward to Summary</b>												
Note: Posts marked (*) not assessed in KPI												

**PRICING SCHEDULE SUMMARY**

Section NO	ITEM DESCRIPTION	PAGE NO	£	p
1.	General Items over 5 years	X		
		Y		
	Sub Total ( One Year)			
	Sub Total ( One Year ) x5			
2.	General Items ( First Year Only)			
3.	Staffing, Overheads and Performance Payment			
	Option 1			
	Option 2			

**TENDER TOTAL**

Option 1

£

Option 2

£

Print Name

Signed

**PHILIP EVERETT  
DIRECTOR OF  
TECHNICAL SERVICES**

On Behalf of VINCE PARK SERVICES UK LTD

(name of tenderer)

Date. 14 - 05 - 2003 .

**APPENDIX TO THE PRICING SCHEDULE: YEAR ONE SALARY COSTS**

DESCRIPTION	1. AVERAGE ANNUAL SALARY (Excluding Bonus)	2. AVERAGE ANNUAL BONUS	3. MAXIMUM ANNUAL BONUS (Maximum £1,500)	4. AVERAGE GROSS ANNUAL SALARY (1+2) (At Least £18,000)	5. N.L.	6. PENSION	7. ANNUAL UNIT COST TO PRICING SCHEDULE (4+5+6)
Contract Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Assistant Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Co-ordinators	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Team Leaders	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Senior Parking Attendants	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Motor Cycle PAs	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Rapid Response Cyclists	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Coach Park & Tower Hill PAs	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Night Duty PAs	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
On Board PAs	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Parking Attendants	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ADMIN ASS'T	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]