

DATED \_\_\_\_\_

THE MAYOR AND BURGESSES OF  
THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA



THE ROYAL BOROUGH OF  
KENSINGTON  
AND CHELSEA

and

[ PROVIDER ]

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**CONTRACT FOR THE PROVISION OF CIVIL  
PARKING ENFORCEMENT SERVICES**

**LOT 1**

Version 7

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Developed and based on the BPA Model Contract

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**CONTRACT FOR THE PROVISION OF CIVIL PARKING  
ENFORCEMENT SERVICES**

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**SECTION A**

**1. PARTIES AND RECITALS**

**Parties**

- (1) THE ROYAL BOROUGH OF KENSINGTON AND  
CHELSEA

whose address is Town Hall, Hornton Street, London W8 7NX

(the “**Council**”); and

- (2) [PROVIDER]

whose registered number is [NUMBER] (if a registered company)

and whose registered office/principal place of business is at [ADDRESS]

(the “**Service Provider**”).

**Recitals**

- (A) The Council issued its Invitation to Tender and the Service Provider responded on the dates set out in the Schedule of Variables.
- (B) The Council has selected the Service Provider to provide the Services and the Service Provider undertakes to provide the Services on the terms and conditions set out in this Contract.
- (C) The Parties acknowledge that a major objective of this Contract is to achieve year on year continuous improvement. In providing the Services, the Service Provider shall have regard throughout the Contract Term to making arrangements in consultation with the Council to secure continuous improvement in the way in which the Services are provided.
- (D) The Parties accept that a co-operative and open relationship is needed for success and that partnering will achieve this when carrying out their obligations under this Contract. The Parties will act fairly towards each other in a spirit of trust and mutual co-operation for the achievement of this objective. A system of regular review meetings as detailed in **Clause 15**

(Review Meetings) will be established for this purpose. The Parties shall use these meetings to help to resolve problems which may otherwise prejudice the performance of their respective obligations under this Contract.

- (E) The Service Provider's performance will be monitored using KPIs and the Service Provider's achievement or non-achievement of the KPIs will determine the level of remuneration received by the Service Provider each month.
- (F) The Council encourages the Service Provider to use innovation in the provision of the Services to reduce costs and to share benefits.

## **2. DEFINITIONS AND INTERPRETATION**

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

**“Approved Indices”**

means the published NJC Labour Rates for Local Government and the Consumer Price Index - All Items.

**“Base Payment”**

means the proportion of the Target Cost set out in the Schedule of Variables;

**“Calendar Day”**

means any day including statutory bank holidays;

**“Certificate of Costs”**

has the meaning given to it in **Clause 7.6** (Open Book Accounting);

**“Change Control Procedures”**

means the change control procedures set out in **Schedule 5** (Change Control Procedures);

**“Code”**

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

**“Commencement Date”**

means the date set out in the Schedule of Variables;

**“Contract”**

means this contract including the Schedules;

**“Contract Manager”**

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

**“Contract Plan”**

means the plan setting out the methods to be used by the Service Provider to provide the Services under this Contract as set out in **Schedule 12** (Contract Plan);

**“Contract Term”**

means the Initial Contract Term as may be extended in accordance with **Clause 4** (Commencement and Duration) or reduced by earlier termination of this Contract for whatever reason;

**“Council’s Representative”**

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

**“Council Software”**

means the software provided to the Councils by Spur Information Solutions Ltd. The Councils will grant a sub-license to the Service Provider for use of the software under **Clause 11** (Intellectual Property) as set out in **Schedule 10** (Intellectual Property);

**“Directive”**

means the EC Acquired Rights Directive 2001/23/EC of 12 March 2001, as amended;

**“Dispute Resolution Procedure”**

means the procedure to deal with disputes as set out at **Clause 25** (Dispute Resolution Procedure);

**“Environmental Management System”**

means the Service Provider’s environmental management systems as set out in **Schedule 13** (Environmental Management System);

**“Equipment and Materials”**

means all plant, vehicles, equipment, materials and consumables to be used by the Service Provider to provide the Services;

**“Fellow Service Provider”**

means any service provider who is providing services the same as or similar to the Services to the Council at the Locations during the Contract Term;

**“Former Service Provider”**

means any service provider who provided services the same as or similar to the Services to the Council at the Locations immediately prior to the Commencement Date;

**“Force Majeure Event”**

means any event materially affecting the performance by a Party of its obligations under this Contract arising from any act, event, omission, happening or non-happening beyond its reasonable control including, without limitation, acts of God, war, riot, fire, flood, or any disaster affecting either Party;

**“Initial Contract Term”**

means the period set out in the Schedule of Variables;

**“KPIs”**

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

**“Legislation”**

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



**“Local Government Pension Scheme”**

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

**“Locations”**

means the locations from where the Services are to be provided as set out in the Specification;

**“New Employees”**

means the new employees to be employed by the Service Provider to provide the Services who will be working alongside the Transferring Employees;

**“Parking Plan”**

means the Council’s plan relating to on-street and off-street parking and traffic and parking enforcement, a copy of which is set out in **Schedule 7** (Parking Plan);

**“Party”**

means a party to this Contract and “Parties” shall be construed accordingly;

**“Payment period”**

means the period as set out in the Schedule of Variables;

**“Premises”**

means the premises set out in the Schedule of Variables;

**“Prohibited Act”**

means:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward;
- (b) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Council; or
- (c) showing favour or disfavour to any person in relation to this Contract or any other contract with the Council; or

- (d) committing any offence:
  - (i) under the Bribery Act 2010 and S.117(2) Local Government Act 1972
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Council; or
  - (iv) defrauding or attempting to defraud or conspiring to defraud the Council;

**“Quality Manual”**

means the Service Provider’s quality manual as set out in **Schedule 13** (Quality Manual);

**“Relevant Transfer”**

means a relevant transfer for the purposes of TUPE;

**“Relief Event”**

means any of the following events to the extent that the event does not constitute a Force Majeure Event and provided that the event does not arise (directly or indirectly) as a result of any wilful act, default or breach by the Service Provider:

- (a) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion;
- (b) failure by any statutory undertaker, utility company, local council (including the Council) or other body to carry out works or provide services;
- (c) any failure or shortage of power, fuel or transport;
- (d) any official or unofficial strike, lock-out, go-slow or other dispute generally affecting the parking enforcement sector;
- (e) delays in granting any permissions or consents which may be necessary in respect of the provision of the Services;
- (f) delays caused by any act or omission of the Council; or
- (g) the imposition of restrictions or limits by the Council on parking tariffs or parking fines at the Locations;

**“Remuneration”**

means the sums to be paid by the Council to the Service Provider pursuant to **Clause 7** (Remuneration);

**“Schedule of Variables”**

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

**“Service Provider Software”**

means the software owned by the Service Provider and licensed to the Council under **Clause 12** (Intellectual Property) as set out in **Schedule 10** (Intellectual Property);

**“Services”**

means the whole or any part of the services to be provided by the Service Provider to the Council under this Contract as set out in the Specification;

**“Specification”**

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

**“Target Cost”**

means the target cost to be incurred by the Service Provider as calculated on an annual basis in accordance with **Schedule 11** (Target Cost);

**“TMO”**

means the Royal Borough of Kensington and Chelsea’s Tenant Management Organisation.

**“Transferring Employees”**

means the employees of the Former Service Provider who will transfer from the employment of Former Service Provider to the employment of the Service Provider as a result of the application of TUPE in relation to the Contract;

**“Transferring Original Employees”**

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

**“Transition Period”**

means the transition period as set out in the Schedule of Variables;

**“TUPE”**

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

**“Working Hours”**

means the hours during which the Services are to be provided as set out in the Specification; and

**“Working Day”**

means a day on which the service is provided.

- 2.2. Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 2.3. Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.
- 2.4. References to Clauses and Schedules are, unless otherwise provided, references to the Clauses and the Schedules to this Contract.
- 2.5. In the event of any conflict or inconsistency between any provision of the Clauses and any provisions of the Schedules, the Clauses shall prevail. In the event of any conflict or inconsistency between the Schedules, the provisions of the Specification shall prevail over the provisions of all other Schedules unless and only to the extent that any other Schedule expressly states that a particular requirement of the Specification shall not apply.
- 2.6. Except as otherwise expressly provided in this Contract, all remedies available to the Service Provider or to the Council under this Contract are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.

### **3. REPRESENTATIVES**

#### **3.1 Council's Representative**

The Council's Representative shall liaise with and give instructions to the Service Provider and its officers, employees, agents or sub-contractors in relation to all matters concerning the performance by the Service Provider of its obligations under this Contract and shall determine any matters or issue any notices as may be the function of the Council's Representative under this Contract.

#### **3.2 Contract Manager**

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

#### **3.3 Changes to Council's Representative and Contract Manager**

Any changes to the identity of the Council's Representative and the Contract Manager shall be communicated in writing to the other Party within fourteen (14) Days of the change.

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

This Contract and the rights and obligations of the Parties shall take effect on the Commencement Date and shall continue for the Initial Contract Term as may be extended as set out in the Schedule of Variables.

### **5. TRANSITION ARRANGEMENTS**

During the Transition Period, the Service Provider shall liaise with the Council, any Former Service Provider and any Fellow Service Providers to ensure an effective and timely handover of the Services, including but without limitation, attending meetings with the Council, any Former Service Provider and any Fellow Service Providers as are reasonably required by the Council.

## **SECTION B**

### **6. THE SERVICES**

- 6.1 The Service Provider shall provide the Services at the Locations during the Working Hours for the Contract Term in accordance with the Council's requirements as set out in the Specification and the terms of this Contract.
- 6.2 In providing the Services, the Service Provider shall comply with the Parking Plan.
- 6.3 In providing the Services, the Service Provider shall comply with and take into account all applicable laws, bye laws, traffic regulation orders, enactments, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union including but without limitation any bodies specified in the Schedule of Variables.

### **7. REMUNERATION**

- 7.1 The Remuneration will be paid to the Service Provider in accordance with **Clause 8** (Payment Terms) and **Schedule 3** (Payment Mechanism).
- 7.2 **The Base Payment**  
In consideration for the provision of the Services, the Council shall pay to the Service Provider the Base Payment as adjusted in accordance with **Clause 7.3**.
- 7.3 **Adjustment to the Base Payment**

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

- 7.3.1 a breach by the Council of any of its obligations under this Contract;
- 7.3.2 a Force Majeure Event; or
- 7.3.3 a Relief Event.
- 7.4 **Share of savings**

Where the Service Provider has proposed a change to the Services which results in a reduction of the Target Cost and that change has been accepted by the Council under the Change Control Procedures, the Council will pay to the Service Provider a proportion of the savings achieved directly as a result of the change calculated in accordance with the Schedule of Variables. The Service Provider will not be entitled to savings arising from the change in service required by the Council or legislation.

## 7.5 Value Added Tax (“VAT”)

- 7.5.1 The Council shall pay any VAT on the Remuneration at the rate and in the manner prescribed by law from time to time.
- 7.5.2 The Service Provider shall provide the Council with any information reasonably requested by the Council in relation to the amount of VAT chargeable in accordance with this **Clause 7.5**.
- 7.5.3 Where any amount is calculated by reference to any sum that has or may be incurred under this Contract, the amount shall include any VAT to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group), whether by set-off or repayment.

## 7.6 Open Book Accounting

- 7.6.1 The Service Provider shall, provide an Open Book Account on a quarterly basis for the Service. The Open Book Account shall be in the format set out in the Target Cost Schedule or in the format acceptable to the Council’s Finance Department. Without prejudice to the rest of this **Clause 7.6**, the Service Provider shall, at the request of the Council, provide to the Council a certificate of costs (the “**Certificate of Costs**”) within twenty one (21) Calendar Days of such request, provided that the Council may not request a Certificate of Costs more than once in any year of the Contract Term.
- 7.6.2 The Certificate of Costs shall set out the Service Provider’s direct costs, and overheads in providing the Services over the preceding year of the Contract Term, including details of the following:
  - (a) the Target Cost;
  - (b) actual capital expenditure, including capital replacement costs;
  - (c) actual operating expenditure relating to the provision of the Services, with an analysis showing the costs of staff, consumables, sub-contracted and bought-in services;
  - (d) all interest, expenses and other third party financing costs incurred in relation to the Services; and

- (e) details of the overhead recoveries that have been made in relation to the Services.
- 7.6.3 Following receipt of the Certificate of Costs, the Service Provider shall provide to the Council such additional information as it may reasonably request so that the Council can verify the accuracy of the Certificate of Costs.

## **8. PAYMENT TERMS**

- 8.1 The Council shall pay the Remuneration to the Service Provider in accordance with the procedure set out in the rest of this **Clause 8**.
- 8.2 The Service Provider shall submit an application for payment of the Remuneration to the Council's Representative within seven (7) Calendar Days of the commencement of each Payment Period.
- 8.3 The application for payment of the Remuneration shall be in the form of a pro-forma invoice in two (2) distinct parts covering:
  - 8.3.1 the Base Payment;
  - 8.3.2 any adjustment to the Base Payment in accordance with **Clause 7.3** (Adjustment to the Base Payment);
- 8.4 The Council's Representative shall consider and certify an application for payment made under **Clause 8.2** within seven (7) Calendar Days of receipt of the application.
- 8.5 Should the Council's Representative require an adjustment to any part of the Remuneration set out in the application for payment, the Council's Representative shall inform the Service Provider in writing of the reason for and effect of any such adjustment at the same time as certifying the application.
- 8.6 Notwithstanding any adjustment made to the Remuneration as outlined in **Clause 8.5** the part of the Remuneration unaffected by the adjustment will be certified in accordance with **Clause 8.4**.
- 8.7 The Council shall pay the Remuneration to the Service Provider within twenty one (21) Calendar Days of certification of the application.
- 8.8 Interest is payable on late payment of the Remuneration at the rate set out in the Schedule of Variables.
- 8.9 In the event that the Service Provider enters into a sub-contract in connection with this Contract, the Service Provider shall ensure that a term is included in the sub-contract that requires the Service Provider to pay all sums due under the sub-contract to the relevant sub-contractor a specified



period, not exceeding thirty (30) Calendar Days, from the date of receipt of a valid invoice as defined by the terms of the sub-contract.

8.10 Any dispute relating to the calculation or payment of the Remuneration under **Clause 7** (Remuneration) or this **Clause 8** (Payment Terms) shall be resolved in accordance with the Dispute Resolution Procedure.

8.11 For the purposes of calculating the Remuneration the rates stated in the Target Cost Schedule will remain fixed for 12 months following the Commencement Date. The rates shall be adjusted thereafter to take account of any increase or decrease in the Approved Indices as detailed in Clause 8.12 during the previous 12 months and shall apply for the 12 months following. For the applicable rates to be applied, the Service Provider shall submit their request to the Council no later than three months after the anniversary date each year or otherwise agreed.

8.12 Pursuant to Clause 8.11, the Target Cost Schedule and charge out rates for ad-hoc services shall be adjusted annually by reference to the Approved Indices as follows: The percentage (%) of the sum of the costs relating to labour by reference to NJC and percentage (%) of all other items excluding capitalised costs by reference to the Retail Price Index (published by National Statistics Office). There will be no adjustment relating to depreciation of capital expenditure.

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

9.1 Either Party may request a change to the Services and/or the Remuneration in accordance with the Change Control Procedures.

9.2 Where a change in law occurs which directly affects the provision of the Services under this Contract, either Party may request any necessary change to the Services and/or the Remuneration to deal with the change in law in accordance with the Change Control Procedures.

## **SECTION C**

### **10. PREMISES**

#### **10.1 Premises owned by the Council**

- 10.1.1 On or prior to the Commencement Date, the Council shall grant to the Contractor and the Contractor shall accept, a Licence/lease in the form set out in **Schedule 15** (Form of Licence – to follow) to the Service Provider to use the Premises for the sole purpose of providing the Services. The License/lease shall be granted on a peppercorn rent. The contractor shall be responsible for the repair and maintenance of the premises, service charges and consumables but not the rates.
- 10.1.2 The Council warrants that the Premises are in a good and suitable condition to enable the Service Provider to provide the Services .
- 10.1.3 On expiry of the Contract Term, the licence granted by the Council to the Service Provider pursuant to **Clause 10.1** shall terminate and the Service Provider shall immediately vacate the Premises.
- 10.1.4 On termination of the Licence/lease to use the Premises, the Service Provider shall ensure that the Premises are in the same state as they were in when the licence commenced.

#### **10.2 Access to Council premises**

- 10.2.1 The Council shall give access to any premises occupied by or on behalf of the Council (including but not limited to the Premises) any person employed or engaged by the Service Provider or any sub-contractor, provided that the Council may refuse admission to such a person if such admission would present a security risk.
- 10.2.2 Any person employed or engaged by the Service Provider or any sub-contractor who requires access to any premises occupied by or on behalf of the Council (including but not limited to the Premises) shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside those premises.

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

Where the Council requires access to premises owned by the Service Provider in order to receive the Services, the Parties shall agree suitable licensing, financial and servicing arrangements.

## 11. EQUIPMENT AND MATERIALS

- 11.1 The Service Provider shall provide all Equipment and Materials necessary for the provision of the Services and shall be responsible for the costs of providing such Equipment and Materials.
- 11.2 The Service Provider shall ensure that all Equipment and Materials are:
- 11.2.1 suitable for the purposes for which they are intended;
  - 11.2.2 maintained in a safe, serviceable and clean condition and replaced as necessary; and
  - 11.2.3 adequately insured.
- 11.3 On expiry of the Contract Term, the Council may purchase the Equipment and Materials or any part of the Equipment and Materials which are used exclusively in the provision of the Services at the price calculated in accordance with the Schedule of Variables.

## 12. INTELLECTUAL PROPERTY

### 12.1 Council Software

The Council hereby grants to the Service Provider from the Commencement Date a non-exclusive, non-transferable sub-licence to use the Council Software (and related technical, user and other documentation) as detailed in **Schedule 10** (Intellectual Property) for the sole purpose of providing the Services. The sub-licence shall be on identical terms to the Council's licence with Spur Information Solutions Ltd.

### 12.2 Service Provider Software

The Service Provider hereby grants to the Council from the Commencement Date a non-exclusive, non-transferable licence to use the Service Provider Software (and related technical, user and other documentation) as detailed in **Schedule 10** (Intellectual Property) for the purpose set out in the Schedule of Variables.

### **12.3 Termination of software licences**

The licence(s) and/or sub-licence(s) granted under this **Clause 12** shall terminate immediately on expiry of the Contract Term.

### **12.4 Intellectual Property Rights**

12.4.1 All intellectual property rights in any material produced during the Contract Term and in all reports submitted under this Contract shall vest in the Council unless otherwise expressly agreed.

12.4.2 Such materials shall not be used, reproduced or disseminated for any other purposes without the prior written permission of the Council's Representative.

## **13. TUPE**

### **13.1 Application of TUPE**

13.1.1 The Parties agree that the provisions of TUPE may apply to this Contract as indicated in the Schedule of Variables.

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

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

### **13.2 Emoluments and Outgoings**

13.2.1 The Former Service Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees, including without limitation all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the date of any Relevant Transfer.

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

### 13.3 Pensions

The Service Provider shall ensure that all Transferring Employees and any Transferring Original Employees are offered membership of the pension scheme of which they were or were eligible to be members of prior to the date of the Relevant Transfer or better than the terms of their pension scheme of which they were, or were eligible to be, members of prior to the date of the Relevant Transfer.

### 13.4 Provision of information

The Council warrants that the information set out in **Schedule 6** (Transferring Employees) is accurate and complete as at the date of this Contract and that the Transferring Employees were employed by the Former Service Provider immediately prior to the Transfer Date.

### 13.5 Service Provider to inform Council of any measures

The Service Provider shall within fourteen (14) Calendar Days of receiving a request from the Council, provide the Council with any information which is reasonably necessary concerning any measures (within the meaning of TUPE and the Directive) that the Service Provider intends to take in relation to any Transferring Employee and any Transferring Original Employees and shall indemnify the Council against all losses, costs, claims, demands, actions, fines, penalties, liabilities and expenses (including legal expenses) in relation to any breach of this **Clause 13.5**.

### 13.6 Indemnities

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

13.6.2 The Service Provider shall indemnify and hold harmless the Council from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Service Provider in respect of all or any of the Transferring Employees) arising from or connected with any failure by the Service Provider to comply with any legal obligation to such trade union, staff associated or other employee representative under TUPE or the Directive and, whether any

such claim arises or has its origin before or after the date of the Relevant Transfer.

### **13.7 New Employees**

- 13.7.1 The Service Provider shall have regard to the Code in employing New Employees.
- 13.7.2 The Service Provider shall employ New Employees on terms and conditions of employment which are, overall no less favourable than those of the Transferring Employees holding the same or a similar position to that of the New Employees.
- 13.7.3 The Service Provider shall consult with the recognised trade unions and where there is no recognised trade union any other employee representative body on the terms to be offered to the New Employees pursuant to **Clause 13.7.2**.
- 13.7.4 The Service Provider shall ensure that the New Employees are offered either:
- (a) membership of a good quality employer pension scheme, a contracted-out final salary based defined benefit scheme, or a defined contribution scheme; or
  - (c) a stakeholder pension scheme.
- 13.7.5 The Service Provider shall support any review and monitoring programme to be undertaken by the Council or central government on the impact of the Code and, on request by the Council, provide the Council with accurate and complete information as soon as reasonably practicable in order to assist with such a review.

### **13.8 TUPE Compliance on Termination**

- 13.8.1 During the twelve (12) months prior to the expiry of the Contract Term or after the Council has given notice to terminate this Contract and within twenty one (21) Calendar Days of being so requested to do so, the Service Provider shall fully and accurately disclose to the Council any and all information in relation to all persons engaged in providing the Services including:
- (a) a list of employees employed by the Service Provider in the provision of the Services;

- (b) a list of agency workers, agents and independent contractors engaged by the Service Provider in the provision of the Services;
- (c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of those persons; and
- (d) the terms and conditions of employment of such persons.

13.8.2 During the twelve (12) months prior to expiry of the Contract Term or where notice to terminate this Contract for whatever reason has been given, the Service Provider shall not without the prior written consent of the Council unless bona fide in the ordinary course of business:

- (a) vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Services;
- (b) materially increase or decrease the number of employees employed in connection with the Services; or
- (c) assign or re-deploy any employee employed in connection with the Services to other duties unconnected with the Services.

**13.9 Sub-contractors**

In the event that the Service Provider enters into any sub-contract in connection with this Contract, it shall impose obligations on its sub-contractor on the same terms as those imposed on it pursuant to this **Clause 13**.

**14. STAFFING**

**14.1 Staff Training**

14.1.1 The Service Provider shall at all times employ in and about the provision of the Services sufficient staff who are properly and sufficiently trained, qualified, competent, careful, skilled, honest and experienced to ensure that the Services are provided at all times and shall ensure that adequate training is provided and maintained to all such staff to ensure that they are comprehensively trained to perform to the standard required especially in regard to:

- (a) the task or tasks to be performed;
- (b) all relevant Council guidelines;
- (c) all relevant provisions of this Contract;
- (d) all statutory requirements relevant to the Services;

- (e) adequate training in respect of both data protection and conflict management; and,
- (f) the need to maintain the highest standards of courtesy and consideration.

14.1.2 The Service Provider shall ensure that within the period set out in the Schedule of Variables all civil enforcement officers engaged in the provision of the Services shall hold a current certificate as a result of passing the nationally accredited VRQ for civil enforcement officers (level 2) or hold the NVQ for civil enforcement officers (level 2).

14.1.3 The Service Provider agrees that:

- (a) where any staffing or skill levels have been agreed as part of the Specification, those levels will be maintained throughout the Contract Term;
- (b) where any named staff have been agreed to be provided as part the Specification, those staff will be assigned to work on this Contract;
- (c) it has sufficient reserves of trained and competent staff within each skill level to provide the Services including sufficient reserves to provide cover for staff holidays, staff sickness, emergencies or any other absence; and
- (d) it will replace promptly any staff who are assigned to this Contract and who cease to be in its employment or under its control for whatever reasons and that such replacements shall have the broadly equivalent skill levels and shall in every way be suitable for the performance of the Services.

14.1.4 In the spirit of professionalism and in seeking to achieve the requirements of section 14, both the Council and Service Providers are encouraged to employ and use staff who are members of the Institute of Parking Professionals (IPP) and are trained in accordance with the recommendations of the BPA Skills and IPP Board.

## 14.2 Removal of Staff

14.2.1 Where the Council becomes aware of a complaint against a member of the Service Provider's staff, agents or sub-contractors who is involved in the provision of the Services, the Council's Representative shall notify



the Contract Manager of the nature of the complaint and provide supporting documentation where possible.

- 14.2.2 On receipt of a notification under **Clause** 14.2.1, the Contract Manager shall meet with the Council's Representative to discuss measures to resolve the complaint and to avoid future complaints.
- 14.2.3 Where the Council's Representative deems that the complaint justifies the removal of a member of the Service Provider's staff from the provision of the Services, (and has explained and disclosed his reasons to the Service Provider) the Service Provider shall immediately remove or procure the removal of that person from the provision of the Services and shall provide or procure at its own cost the provision of a suitable replacement.
- 14.2.4 Any dispute in relation to this **Clause** 14.2 shall be resolved in accordance with the Dispute Resolution Procedure.

#### 14.3 **Checks on Staff**

- 14.3.1 If the circumstances under which the Services are provided are such that the Service Provider's officers, employees, agents or sub-contractors are required to provide a satisfactory standard or enhanced level (or other level approved in advance by Council's Representative) Disclosure and Barring Service certificate, then the Service Provider shall ensure that the Service Provider's officers, employees, agents or sub-contractors shall provide all relevant information to enable such Disclosure and Barring Service checks to be carried out.
- 14.3.2 The Service Provider shall ensure that no member of the Service Provider's officers, employees, agents or sub-contractors to commence their duties in connection with the Services until the appropriate checks are completed in accordance with clause 14.3.1.

#### 14.4 **Abuse of Staff**

The Service Provider and the Council shall liaise with the police in relation to the prosecution of any person for abuse of a member of the Service Provider's staff, agents or sub-contractors who is involved in the provision of the Services.

## SECTION D

### 15. REVIEW MEETINGS

- 15.1 The Council's Representative and the Contract Manager shall hold review meetings at monthly intervals and at any other times as required by the Council.
- 15.2 The purpose of the monthly review meetings are to:
- 15.2.1 review the Service Provider's achievement or non-achievement of the KPIs;
  - 15.2.2 in the event that the Service Provider's non-achievement of KPIs to formulate plan for improving performance;
  - 15.2.3 resolve problems which may otherwise prejudice the performance of the Parties' obligations under this Contract;
  - 15.2.4 explore and agree improvement in methods of improving service quality, reducing costs and achieving continuous improvement; and
  - 15.2.5 provide an opportunity for either Party to raise issues which could cause disruption to the provision of the Services or otherwise prejudice this Contract.
- 15.3 In the event that the performance of the Service Provider falls below the the standard as described in Schedule 2 (Specifications) and/or Schedule 4 (KPIs) or where either Party requests a meeting, senior executives of each Party shall hold a special review meeting to agree an action plan to bring performance to acceptable levels.
- 15.4 In addition to the review meetings held under **Clauses** 15.1 and 15.3, senior executives of each Party shall hold reviews at mutually agreed intervals but in any event within twelve (12) months of the Commencement Date and subsequently at least once within each twelve (12) month period thereafter to review the Services provided, the KPIs, the Target Cost, the Remuneration, the terms of this Contract and any other relevant matters with a view to deciding whether any improvements can be made and implemented during the Contract Term. Minutes of such meetings shall be taken by the Service Provider and approved by the Council's Representative.
- 15.5 Any changes resulting from the meetings described in this **Clause** 15 shall be effected through the Change Control Procedures.

## 16. PROVISION OF INFORMATION

- 16.1 The Council shall provide the Service Provider with the information set out in the Specification.
- 16.2 The Council shall promptly notify the Service Provider of any proposed changes to bye-laws, policies or traffic regulation orders which may affect the provision of the Services.
- 16.3 The Service Provider shall keep and maintain such necessary data and information and shall complete or provide such assistance as the Council may reasonably require by written notice to the Service Provider to enable the Council to complete all official returns, including, but without limitation the following:
- 16.3.1 returns to any central government body or properly authorised agency of central government; and
- 16.3.2 information required by the any statutory body or compliance with any statute or statutory instrument.
- 16.4 The Service Provider shall at all times maintain separate records of the following:
- 16.4.1 full particulars of the costs of performing the Services, including those related to finance, investment and maintenance;
- 16.4.2 a full record of all incidents relating to health, safety and security which occur during the Contract Term;
- 16.4.3 a full record of all maintenance procedures carried out during the Contract Term; and
- 16.4.4 such other records as the Council may reasonably require having regard to the cost to the Service Provider of maintaining and providing such records.
- 16.5 The records referred to in this **Clause** 16 shall be retained for a period of at least six (6) years after the Service Provider's obligations under this Contract have come to an end.
- 16.6 All information referred to in this **Clause** 16 is subject to the obligations set out in **Clause** 34 (Confidentiality).
- 16.7 Upon the expiry or termination of this Contract, and in the event that the Council wishes to enter into another contract for the provision of the Services and irrespective of the identity of any replacement provider of the Services, the Service Provider shall comply with all reasonable requests by the Council to provide information relating to this Contract.

## 17. AUDIT

The Service Provider shall at all reasonable times (including following termination for whatever reason of this Contract) afford to or procure for any auditor (including any auditor carrying out functions under the Audit Commission Act 1998 or the Local Government Act 1999) conducting an internal audit or an external audit or for the Council's Representative access to any records, information and data in the possession or control of the Service Provider which in any way relate to or are or have been used in connection with the performance of the Services including (but without limitation) Council data and information stored on a computer system operated by the Service Provider and shall include permission to copy and remove any copies and remove the originals of such documents.

## 18. MONITORING

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

## 19. COMPLAINTS

- 19.1 Prior to the Commencement Date, the Service Provider shall agree with the Council a complaints procedure in respect of the provision of the Services which enables the Council to respond to complaints by members of the public.
- 19.2 As a minimum, the complaints procedure referred to in **Clause** 19.1 shall include the following requirements:
  - 19.2.1 that the Service Provider shall not enter into any correspondence directly with members of the public relating to the Services;
  - 19.2.2 that any complaint received by the Service Provider from a member of the public shall be logged and passed on to the Council within 2 Working Days;
  - 19.2.3 that the Service Provider shall assist the Council in responding to complaints from members of the public by providing all information requested by the Council in the timescales set out in the complaints procedure; and

- 19.2.4 that the Service Provider shall keep a record in a form agreed between the Parties of any complaints received by it and of the action taken by the Service Provider to remedy or fully investigate each such complaint.
- 19.3 If a complaint is deemed to be caused by any default in the actions or systems operated by the Service Provider, the Service Provider shall take appropriate measures to remedy the default.
- 19.4 The Service Provider shall, at the request of the Council's Representative, arrange for notices to be permanently displayed at the Locations giving information as to how complaints about the provision of the Services may be made.

## **SECTION E**

### **20. QUALITY MANAGEMENT**

- 20.1 If the Service Provider is qualified to BS EN ISO 9000:2005 then this Contract shall be performed in accordance with the procedures set out in its Quality Manual.
- 20.2 In the event that the Service Provider is not qualified to BS EN ISO 9000:2005 then the Service Provider shall at the Commencement Date have in place and, throughout the Contract Term, maintain in relation to its performance of the Services a system of quality assurance and improvement to be agreed with the Council.

### **21. ENVIRONMENTAL MANAGEMENT**

- 21.1 If the Service Provider is qualified to BS ISO 14001 then this Contract shall be performed in accordance with the procedures set out in its Environmental Management System.
- 21.2 In the event that the Service Provider is not qualified to BS ISO 14001 then the Service Provider shall at the Commencement Date institute and, throughout the Contract Term, maintain in relation to its performance of the Services a system designed to ensure good environment practice incorporating all relevant Council environmental strategies.
- 21.3 The Contractor shall endeavour to recycle relevant materials and shall dispose of all waste pursuant to the Environmental Protection Act 1990 and the Producer Responsibility Obligations (Packaging Waste) Regulations 1997 as amended.
- 21.4 The Service Provider shall ensure that every member of staff engaged by the Service Providers in the provision of the Services is made aware of the Council's environmental policies and their roles and responsibilities in achieving conformance with the environment policy and good environmental practice.

## SECTION F

### **22. WARRANTIES AND REPRESENTATIONS**

- 22.1 The Parties each warrant and represent that they have full capacity and have taken all steps and obtained all approvals to enable them to lawfully enter into and to perform each of their obligations under this Contract.
- 22.2 The Service Provider warrants and represents that:
- 22.2.1 in entering this Contract it has not committed any Prohibited Act; and
- 22.2.2 it has satisfied itself as the nature and extent of the risks assumed by it under this Contract.
- 22.3 The Council warrants and represents that it has provided full accurate and up to date information to the Service Provider in relation to the Services to be provided under this Contract.
- 22.4 Except as expressly stated in this Contract, all warranties, terms and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

### **23. INDEMNITY**

- 23.1 The Service Provider shall indemnify and keep indemnified the Council against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever arising out of, in respect of or in connection with this Contract during the Contract Term save to the extent that the same is caused by or arises from the negligence, breach of this Contract or any other contract, breach of statutory duty, breach of Legislation or other wrongful act or omission of the Council, its agents, sub-contractors or servants.
- 23.2 The aggregate liability of the Service Provider, whether for damages, payments of compensation or by way of indemnity or of any nature whatsoever arising under or in relation to this Contract or the Services (including as a result of negligence) shall in relation to:
- 23.2.1 any claim for which the Service Provider has insurance cover or should have insurance cover available under the policies of insurance which it is required to maintain pursuant to **Clause 24** (Insurance), be limited to the maximum sum insured (or which should have been insured) under the relevant policy of insurance;

- 23.2.2 all breaches of this Contract resulting in direct loss of or damage to any kind of property, be limited to five million pounds (£5,000,000); and
- 23.2.3 all other liability for all breaches or non-performance of this Contract whether in contract, tort or otherwise be limited to the percentage of the Remuneration payable during the twelve (12) months in which the breach occurs as set out in the Schedule of Variables.
- 23.3 In no event shall either Party be liable to the other for loss of profits, business revenue, goodwill or anticipated savings.
- 23.4 The Service Provider shall notify and keep the Council fully informed and consult with it about the conduct of any claim and shall have due regard to the Council's interests.

## **24. INSURANCE**

- 24.1 The Service Provider shall take out and maintain the following insurance policies:
  - 24.1.1 employer's liability insurance of not less than ten million pounds (£10,000,000) in respect of any one claim or series of claims arising out of one incident;
  - 24.1.2 public liability insurance to provide an indemnity of not less than five million pounds (£5,000,000) in respect of any one claim or series of claims arising out of one incident;
  - 24.1.3 third party liability motor insurance of not less than five million pounds (£5,000,000) in respect of any one claim or series of claims arising out of one incident; and
  - 24.1.4 any other insurance that may be required by law.
- 24.2 The Council may require the Service Provider to name the Council as co-insured (other than employer liability and professional indemnity insurance) with any other Party maintaining the insurance and any other matter that the Council considers reasonable in the circumstances.
- 24.3 The Service Provider shall on request provide to the Council evidence and copies of all insurance policies required under this **Clause 24** within twenty one (21) Calendar Days of such request.
- 24.4 If the Service Provider is in breach of this **Clause 24**, the Council may pay any premia required to keep such insurance in force or itself procure such



insurance and may in either case recover such amounts from the Service Provider on written demand.

- 24.5 The Service Provider shall give the Council notification within thirty (30) Calendar Days after any claim on any of the insurance policies referred to in this **Clause 24** accompanied by full details of the incident giving rise to the claim.
- 24.6 The Service Provider shall inform the Council of any material changes in the insurances required under this **Clause 24**.

## SECTION G

### 25. DISPUTE RESOLUTION PROCEDURE

- 25.1 All disputes and differences arising out of or in connection with this Contract (a “**Dispute**”) (whether such disputes are in contract, tort or arise out of or under any rule of the common law or equity or under any statute) shall be resolved pursuant to the terms and conditions of this **Clause 25**.
- 25.2 The Parties shall each use reasonable endeavours to resolve a Dispute by means of prompt, bona fide discussion between the Contract Manager and the Council’s Representative at the review meetings held under **Clause 15** (Review Meetings).
- 25.3 In the event that a Dispute is not resolved within seven (7) Calendar Days of it having been referred to a review meeting, then either Party may refer it to the Council’s nominated officer as set out in the Schedule of Variables and the Service Provider’s Chief Executive for resolution and the same shall meet for discussion within seven (7) Calendar Days thereafter or such longer period as the Parties may agree.
- 25.4 If the Dispute is not resolved as a result of the meetings referred to in **Clause 25.3** either Party may propose to the other Party that mediation be entered into with the assistance of the Expert appointed in accordance with **Schedule 8** (Adjudicator and Expert).
- 25.5 Within fourteen (14) Calendar Days of the appointment of an Expert, the Parties shall meet with the Expert in order to agree in good faith a programme for the exchange of information and the structure to be adopted for the mediation process.
- 25.6 If the Parties accept the Expert’s recommendations or otherwise reach agreement on the resolution of the Dispute, such agreement shall be put into writing and, once signed by the Council’s Representative and the Contract Manager, shall be binding on the Parties.
- 25.7 Failing agreement, either Party may refer the Dispute to an Adjudicator appointed in accordance with **Schedule 8** (Adjudicator and Expert).
- 25.8 Within twenty eight (28) Calendar Days of appointment, the Adjudicator shall communicate his decision in writing to the Parties and the Parties shall comply with the Adjudicator’s decision, including any direction for payment of sums of money and the payment/ apportionment of the Adjudicator’s fees.

- 25.9 All negotiations and meetings connected with the Dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 25.10 No reference of any Dispute to an Expert or an Adjudicator pursuant to this **Clause 25** shall relieve either Party from any liability for the due and punctual performance of its obligations under this Contract.
- 25.11 Notwithstanding the foregoing provision of this **Clause 25**, either Party shall have the right to seek appropriate injunctive relief against the other in an appropriate court having jurisdiction in England and Wales and, provided such court is satisfied that the proceedings have not been brought frivolously or vexatiously, all aspects of the Dispute shall be dealt with by such court and not under this **Clause 25**.

## 26. DEFAULT AND TERMINATION

- 26.1 The Council may terminate this Contract on written notice to the Service Provider if:
- 26.1.1 a court makes an order that the Service Provider be wound up or a resolution for a voluntary winding-up of the Service Provider is passed;
  - 26.1.2 any receiver or manager in respect of the Service Provider is appointed or possession is taken by or on behalf of any creditor of all or a material part of any property of the Service Provider;
  - 26.1.3 the Service Provider enters into any voluntary arrangement for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 2000, the Companies Act 2006 or the Enterprise Act 2002;
  - 26.1.4 an administration order is made in respect of the Service Provider;
  - 26.1.5 a breach by the Service Provider of its obligation to take out and maintain the required insurances under **Clause 24** (Insurance);
  - 26.1.6 the Service Provider commits any Prohibited Act that is not capable of remedy; or
  - 26.1.7 the Service Provider commits a breach of the health and safety requirements under **Clause 30** (Health and Safety).
- 26.2 If either Party has committed a fundamental breach of this Contract which is capable of remedy, the other Party may serve a written notice on the Party in specifying:

- 26.2.1 the type of breach that has occurred giving reasonable details; and
- 26.2.2 that this Contract will terminate on the day falling forty two (42) Calendar Days after receipt of the notice, unless the Party in breach puts forward an acceptable rectification programme or rectifies the breach within twenty one (21) Calendar Days of receipt of the notice,
- and, if the Party in breach fails to rectify the breach within the time period specified in the notice or to provide an acceptable rectification programme, the Contract will terminate with immediate effect and without notice.
- 26.3 The Service Provider may terminate this Contract on written notice if the Council has instructed the Service Provider to temporarily stop provision of the Services or any substantial aspect of the Services and has not instructed the Service Provider to re-commence full provision of the Services for a period of ninety (90) Calendar Days from receipt of the instruction.
- 26.4 The Council may at any time terminate this Contract upon the provision of six months notice in writing to the Contractor.

## 27. CONSEQUENCES OF EXPIRY OR TERMINATION

- 27.1 The Service Provider and the Council shall each carry out their respective responsibilities in accordance with this Contract until expiry or termination of the Contract.
- 27.2 The Service Provider shall use its best endeavours to give assistance to the Council to effect an orderly continuation of the Services after termination or expiry of this Contract in such a manner as the Council may reasonably require.
- 27.3 The reasonable costs of any assistance provided by the Service Provider under **Clause 27.2** shall be borne by the Council.
- 27.4 The expiry or termination of this Contract shall not prejudice or affect any claim, right, action or remedy that shall have accrued or shall thereafter accrue to either Party.
- 27.5 On expiry or termination of this Contract, neither Party shall have any further obligations or rights with respect to the other Party provided that termination of this Contract shall not effect the continuing rights and obligations of the Parties under **Clauses 1, 2, 12, 13, 16, 22, 23, 27, 32 and 47** or under any other provision of this Contract that is expressed to

survive expiry or termination or is required to give effect to expiry or termination or the consequences of such expiry or termination.

## **28. FORCE MAJEURE**

- 28.1 On the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect.
- 28.2 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.
- 28.3 If no such terms are agreed on or before the date falling one hundred and twenty (120) Calendar Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the affected Party is unable to comply with its obligations under this Contract for a period of more than one hundred and eighty (180) Calendar Days, then, either Party may terminate this Contract by giving thirty (30) Calendar Days written notice to the other Party.
- 28.4 The affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.
- 28.5 Neither Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party, or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and the Party is prevented from carrying out obligations by that Force Majeure Event.

## **29. RELIEF EVENTS**

- 29.1 If and to the extent that a Relief Event adversely affects the ability of the Service Provider to provide the Services in accordance with the KPIs and the terms of this Contract, the Service Provider is entitled to apply for relief

in accordance with **Clause** 29.2 from any rights the Council may assert under this Contract.

- 29.2 To obtain relief, the Service Provider must as soon as practicable, and in any event within fourteen (14) Calendar Days after it became aware that the Relief Event has caused or is likely to cause delay and/or adversely affect the ability of the Service Provider to perform its obligations, give to the Council a notice of its claim for relief from its obligations under this Contract, including details of the nature of the Relief Event, the date of occurrence and its likely duration.
- 29.3 Within fourteen (14) Calendar Days of receipt by the Council of the notice referred to in **Clause** 29.2 above, give full details of the relief claimed and demonstrate to the reasonable satisfaction of the Council that:
- 29.3.1 the Service Provider could not reasonably have foreseen the occurrence or consequences of the relevant Relief Event and could not have avoided such occurrence or consequences by steps which they might reasonably be expected to have taken, without incurring additional expenditure;
  - 29.3.2 the Relief Event directly caused or substantially contributed to the need for relief from obligations under this Contract;
  - 29.3.3 the relief from the obligations under this Contract claimed could not reasonably be expected to be mitigated or recovered by the Service Provider acting in accordance with good industry practice, without incurring additional expenditure; and
  - 29.3.4 the Service Provider is using reasonable endeavours to perform its obligations under this Contract.
- 29.4 Where the Service Provider has complied with its obligations under **Clauses** 29.1 and 29.2, the Council shall not be entitled to exercise its rights to terminate this Agreement under **Clause** 26 (Default and Termination) and, subject to **Clause** 29.5 below, shall give such other relief as has been requested by the Service Provider.
- 29.5 In respect of any unconnected event nothing in **Clause** 29.3 above shall affect any entitlement to make deductions under **Clause** 7 (Remuneration) during the period in which the Relief Event is subsisting.
- 29.6 In the event that information required by **Clause** 29.2 above is not provided by the dates referred to in that clause, then the Service Provider shall not be entitled to any relief in respect of the period for which the information is delayed.
- 29.7 The Service Provider shall notify the Council if at any time it receives or becomes aware of any relevant further information relating to the Relief Event, giving details of that information to the extent that such information

is new or renders information previously submitted materially inaccurate or misleading.

- 29.8 If the Parties cannot agree the extent of the relief required, or the Council disagrees that a Relief Event has occurred or that the Service Provider is entitled to relief from its obligations under this Contract, the Parties or either of them shall refer the matter to the Dispute Resolution Procedure.

## **SECTION H**

### **30. HEALTH AND SAFETY**

- 30.1 The Service Provider shall comply with and shall procure that all staff, agents and sub-contractors engaged in the provision of the Services comply with the requirements of the Health and Safety at Work etc. Act 1974, and any other acts, regulations and approved codes of practice relating to the health and safety of staff and others who may be affected by the Service Provider's work activities.
- 30.2 The Service Provider shall provide to the Council's Representative any information relating to the Service Provider's compliance with **Clause** 30.1 that the Council may reasonably request at any time from the Commencement Date.
- 30.3 The Council's Representative shall be permitted to access at any reasonable time any site where the Service Provider is undertaking any Services under this Contract for the purpose of carrying out an inspection of health, safety and welfare standards.
- 30.4 The Service Provider shall fully co-operate with the reasonable requests of the Council's health and safety adviser and shall provide access to all areas of the Services, health and safety documentation, welfare facilities, accident records, training records and certificates, equipment inspection records, statutory registers and notices, plant and equipment for the purposes of inspection.
- 30.5 The Service Provider shall provide to the Council's Representative, within seven (7) Calendar Days of receipt, copies of any communication concerning the health, safety, welfare, environmental or fire safety standards of the Services, which he receives from any statutory body.

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

- 31.1 In the performance of the Services and in its dealings with service users, Council employees and members of the general public, the Service



Provider shall comply and shall ensure that its employees, agents and sub-contractors comply with:

- 31.1.1 the Human Rights Act 1998 as if the Service Provider were a public body as defined in the Human Rights Act 1998;
  - 31.1.2 all legislation, official guidance and codes of practice relating to equal opportunities, including but without limitation relating to disability discrimination, sex discrimination and race relations and shall in particular comply with the provisions set out in **Schedule 9** (Equality); and
  - 31.1.3 the Council's equal opportunities policies and procedures as may be adopted and amended from time to time and as notified to the Service Provider.
- 31.2 The Service Provider shall inform the Council's Representative as soon as the Service Provider becomes aware of any legal proceedings or complaint brought or likely to be brought against the Service Provider under the legislation set out in **Clause 31.1**.
- 31.3 The Service Provider shall provide such information as the Council may reasonably request for the purpose of assessing the Service Provider's compliance with this **Clause 31**.

## **32. DATA PROTECTION**

- 32.1 The Service Provider shall comply with its obligations under the Data Protection Act 1998 (the "**1998 Act**") and the Computer Misuse Act 1990 insofar as performance of this Contract gives rise to obligations under those Acts.
- 32.2 Notwithstanding the general obligation in **Clause 32.1**, where it is processing personal data (as defined by the 1998 Act) as a data processor for the Council (as defined by the 1998 Act) the Service Provider shall ensure that it has in place appropriate technical and organisational measure to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data including that obtained during the operation of Closed Circuit Television), as required under the Seventh Data Protection Principle in Schedule 1 to the 1998 Act:
- 32.2.1 provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the 1998 Act;

- 32.2.2 promptly notify the Council of any breach of the security measures required to be put in place pursuant to **Clause** 32.1.2; and
- 32.2.3 ensure that it does nothing knowingly or negligently which places the Council in breach of the Council's obligations under the 1998 Act.

### **33. FREEDOM OF INFORMATION**

- 33.1 The Service Provider acknowledges that from time to time the Council may receive requests for information relating to the Contract and the Services which but for any right to claim commercial confidentiality the Council will be obliged to disclose pursuant to the Freedom of Information Act 2000.
- 33.2 The Service Provider shall ensure that, without prejudice to the generality of its obligations, to provide information that it does all manner of things reasonably necessary to assist the Council in meeting the requirements of the Freedom of Information Act 2000 within the timescales set out therein.

### **34. CONFIDENTIALITY**

- 34.1 Subject to **Clause** 34.2 the Parties shall keep confidential all matters relating to this Contract and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Contract.
- 34.2 **Clause** 34.1 shall not apply to:
  - 34.2.1 any information which the disclosing Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
  - 34.2.2 any disclosure which is required by any law (including any order of a court of competent jurisdiction) or the rules of any stock exchange or governmental or regulatory authority having the force of law;
  - 34.2.3 any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;
  - 34.2.4 any disclosure by the Council of information relating to the provision of the Services and such other information as may be reasonably required for the purpose of conducting a due diligence exercise to any proposed replacement service provider, should the Council decide to re-tender this Contract;

- 34.2.5 any disclosure of information by the Council to any other department, office or agency of the government; or
- 34.2.6 any disclosure for the purpose of:
  - (a) the examination and certification of the Council's accounts; or
  - (b) any examination pursuant to the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Council has used its resources.
- 34.3 Where disclosure is permitted under **Clause** 34.2 the disclosing Party shall ensure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Contract.
- 34.4 Neither Party shall make use of this Contract or any information issued or provided by or on behalf of the other party in connection with this Contract otherwise than for the purpose of performing its obligations under this Contract, except with the written consent of the other Party.

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

- 35.1 Subject to any express provision of this Contract, the Service Provider shall not without the prior written consent of the Council, assign all or any benefit, right or interest under this Contract or sub-contract any of the Services.
- 35.2 Notwithstanding any sub-contracting permitted under this Contract, the Service Provider shall remain responsible for the acts and omissions of its sub-contractors as though they were its own.
- 35.3 The Council shall be entitled to:
  - 35.3.1 assign, novate or otherwise dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in Regulation 2(1) of the Public Contracts Regulations 2015); or
  - 35.3.2 transfer, assign or novate its rights and obligations where required by law and only to a body assuming the whole or part of the Council's business.

### **36. CORRUPT GIFTS AND FRAUD**

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

- 36.2 The Council's Representative shall have the right to require that the Service Provider suspend from any further work on this Contract any person reasonably suspected of fraudulent action or malpractice.

### **37. RIGHTS AND DUTIES RESERVED**

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

### **38. LOCAL GOVERNMENT OMBUDSMAN**

- 38.1 Where any investigation by a Local Government Ombudsman (the "**Ombudsman**") takes place the Service Provider shall:
- 38.1.1 provide any information requested in the timescale required by the Ombudsman;
  - 38.1.2 attend any meetings as required by the Ombudsman and permit its personnel so to attend;
  - 38.1.3 promptly allow access to and investigation of any documents deemed by the Ombudsman to be relevant;
  - 38.1.4 allow itself and any employee deemed to be relevant to be interviewed by the Ombudsman;
  - 38.1.5 allow itself and any employee to appear as witness in any ensuing proceedings; and
  - 38.1.6 co-operate fully and promptly in every way required by the Ombudsman during the course of that investigation.
- 38.2 No additional payment shall be made to the Service Provider for performing the requirements set out in **Clause 38.1**.
- 38.3 Where any financial redress or other compensation is ordered by the Ombudsman in any investigation arising directly or indirectly out of the default or neglect by the Service Provider in connection with provision of the Services or any other action by the Service Provider the Council shall be entitled to recover the cost of that financial redress or other compensation from the Service Provider.

### **39. ENTIRE AGREEMENT**

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

### **40. NO PARTNERSHIP OR AGENCY**

- 40.1 Nothing in this Contract shall be construed as a legal partnership (within the meaning of the Partnership Act 1890) or as a contract of employment between the Council and the Service Provider.
- 40.2 The Service Provider shall not be, and shall not be deemed to be, an agent of the Council and the Service Provider shall not hold itself out as having authority or power to bind the Council in any way.

### **41. NO WAIVER**

- 41.1 Failure by either Party at any time or for any period to enforce any one or more of the provisions of this Contract or to require performance by the other Party of any of the provisions of this Contract shall not:
  - 41.1.1 constitute or be construed as a waiver of any such provision or of the right at any time subsequently to enforce all terms and conditions of this Contract; nor
  - 41.1.2 affect the validity of the Contract or any part thereof or the right of the Parties to enforce any provision in accordance with its terms.
- 41.2 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with **Clause** 44 (Notices).

### **42. SEVERANCE**

- 42.1 Each provision of this Contract is severable and distinct from the others and the Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law.
- 42.2 If any provision of this Contract is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Contract but (except to the

extent in the case of that provision) it and all other provisions of this Contract shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired, provided that the operation of this Contract would not negate the commercial intent and purpose of the Parties under this Contract.

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

### **43. VARIATION**

Subject to **Clause 9** (Change to Services and /or the Remuneration), this Contract can only be varied if any such variation is agreed in writing by both Parties.

### **44. NOTICES**

- 44.1 Any notice required by this Contract to be given by either Party to the other shall be in writing and shall be served personally, by fax or by sending the same by registered post or recorded delivery to the address detailed in the Schedule of Variables or such address or fax number as notified to each other.
- 44.2 Any notice served personally will be deemed to have been served on the day of delivery, any notice sent by post will be deemed to have been served forty eight (48) hours after it was posted and any notice sent by fax will be deemed to have been served twenty four (24) hours after it was despatched.

### **45. EUROPEAN MONETARY UNION**

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

- 45.2 The words “an event associated with economic and monetary union in the European Union” shall include without limitation each and any combination of the following:
- 45.2.1 the introduction of, changeover to or operation of a single or unified European currency (whether known as the Euro or otherwise) in the United Kingdom;
  - 45.2.2 the fixing of conversion rates between an European Union (EU) member state’s currency and the new currency or between the currencies of member states;
  - 45.2.3 the substitution of that new currency for the Euro as the unit of account of the EU;
  - 45.2.4 the introduction of that new currency as lawful currency in a member state;
  - 45.2.5 the withdrawal from legal tender of any currency which, before the introduction of the new currency, was lawful currency in one of the member states;
  - 45.2.6 the disappearance or replacement of a relevant rate option or other price source for the Euro or the national currency of any member state, or the failure of the agreed sponsor (or successor sponsor) to publish or display a relevant rate, index, price, page or screen; or
  - 45.2.7 the withdrawal of any member state from a single or unified European currency.

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

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

#### **47. LAW AND JURISDICTION**

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

**IN WITNESS** whereof the Parties have executed this Contract as a deed and delivered it on the date first written.

**EXECUTED AND DELIVERED** as a deed on behalf of  
**THE MAYOR AND BURGESSES OF THE ROYAL  
BOROUGH OF KENSINGTON AND CHELSEA**

by affixing its Common Seal in the presence of:

.....  
Sign

.....  
Name

.....  
Position

Executed by **[PROVIDER]**  
acting by

Name of Director	
Signature of Director	

in the presence of:

Signature of Witness	
Name of Witness	
Address of Witness	
Occupation of Witness	



## SCHEDULE 1

### SCHEDULE OF VARIABLES

Clause reference	Variable	
Recital A	Date of issue of ITT: Date of Tender:	16 October 2015 [DATE]
3.1	Council's Representative Name: Address:  Tel: Email:	x Parking Services The Town Hall King Street Hammersmith London W6 9JU  x x
3.2	Contract Manager Name: Address:  Tel: Fax: Email:	[PROVIDER'S DETAILS]
4.	Commencement Date Initial Contract Term: Fixed extension periods: Notice required to extend for fixed extension period:	04.07.2016 4 years 3+3+2 years 3 months
5.	Transition Period:	To be agreed
6.3	Bodies or agencies whose requirements must be complied with:	This includes but not limited to the DVLA, London Tribunals, TfL, BPA and central Government.

<b>Clause reference</b>	<b>Variable</b>	
7.2	Base Payment (i.e. percentage of Contract Sum) to be paid to Service Provider:	1/12th
7.4	Share of savings to be paid to Service Provider (excluding service changes resulting from Council requirements and or legislative change):	25% of direct savings made without effect on the contractor's quantum MPP.
8.1	Payment Period:	Monthly
8.8	Rate of interest for late payment of Remuneration:	8% above Bank of England base rate
10.1	Address of Council Premises to be licensed to Service Provider:	Subject to agreement the Council will provide the premises referred to in Schedule 18.
11.3	Price for purchase of Equipment and Materials on expiry:	Lower of written down or market value.
12.2	Purpose of use of Service Provider Software:	To be agreed
13.1	Application of TUPE	Yes
14.1	Date for civil enforcement officers to achieve VRQ (level 2) or NVQ (level 2):	To be agreed
23.2.3	Liability cap (to be inserted by contractor – See 23.2.3):	-
25.3	Council's nominated officer for dispute resolution:	Bi-borough Director Transportation & Highways
Schedule 5	Value of changes below which can be authorised by Council's Representative:	£500k

\* Delete as appropriate.

## **SCHEDULE 2 - SPECIFICATION**

### **1. GENERAL INTRODUCTION**

*The Royal Borough of Kensington and Chelsea is a central London Borough where parking and its enforcement is one of the major and high profile issues affecting all residents of the Borough and the significant numbers of visitors to the Borough each year. While the Borough contains some pockets of relative deprivation, it is predominantly an affluent area that has high property prices and a generally highly educated population.*

*The Royal Borough takes great pride in the quality of its natural and built environment with the consequence that this should be protected and enhanced for the benefit of the wider community. The whole of the Borough excluding private roads, the Parks and red routes is included within a single Control Parking Zone.*

*The Council seek to provide the best possible parking enforcement services at a price that is affordable, consistent with the highest quality and practices, and best value for money.*

*We do not intend to be prescriptive in this process and wish to enter a Contract for the services based on a spirit of partnership, collaboration and flexible deployment where we work with the supplier to ensure the best possible service is provided.*

*The Council is conscious of the risk that reputational damage may bring and in instances where this occurs will consider invoking the Escalation process*

*In addition the Council is acutely aware of the risk that reputational damage may bring and in instances where this occurs, not only the escalation process but potentially dispute resolution may be invoked.*

*We want to work with our supplier to identify possible areas of savings throughout the life of the contract. To that end any savings generated would be deemed separate to the quantum profit margin that would be maintained, and will be shared between the Boroughs and the Supplier(s) .*

*The term will be for a maximum of 12 years with break/review clauses in years four, seven, ten and twelve.*

*The Council sees the on-street service and the removal and relocation service as separate entities and as such expects the successful supplier to be responsible for the provision of all staff; notwithstanding any requirements and obligations under TUPE; equipment, consumables, and stationery required to provide the service.*

*The specifications for the services are not exhaustive as there may be future aspirations that the Council may wish to pursue that are not currently detailed. For example, RBKC is currently testing a pay-by-phone parking system in two areas of the borough. Whilst no decision has been made, pay-by-phone could be rolled out across the borough in the 2016-17. Tenderers are being advised as they may wish to refer to their skills and experience in respect of undertaking parking enforcement responsibilities where pay-by-phone systems are already in use.*

## **LOT 1 ON STREET ENFORCEMENT SERVICES SPECIFICATION**

### **1. GENERAL SERVICE**

*This specification outlines the desired provision of an on street enforcement service for the Royal Borough of Kensington and Chelsea (RBKC).*

#### **1.3 General**

Parking and its enforcement is one of the major and high profile issues affecting all residents of RBKC and the significant numbers of visitors to the borough each year.

RBKC is an affluent area and, although containing some pockets of relative deprivation, the borough has high property prices and a generally highly educated population. RBKC takes great pride in the quality of its natural and built environment with the consequence that this should be protected and enhanced for the benefit of the wider community. The whole of the borough excluding housing estates, private roads, parks and red routes is included within a single Control Parking Zone.

In this contract the Council seeks to provide the best possible parking enforcement services at a price that is affordable, consistent with the highest quality, and best value for money.

In April 2014, the Royal Borough of Kensington and Chelsea's Parking Service and the London Borough of Hammersmith & Fulham Council's Parking Service commenced their shared service status. One ambition of the new Bi-borough Parking Service is to become the "Best in Class". We aspire to be the leading parking service in the United Kingdom in terms of service delivery and value for money. To achieve this ambition, we will require the support and co-operation of our Contractors. Tenderers are invited to include any proposals they may have, which could add value to our work in this area.

#### **1.4 Innovation**

A great deal has been learned by the Council since the introduction of de-criminalised (now civil) parking enforcement and the Council intends to ensure that this experience is focussed on providing the highest quality of parking service. This Contract aims to address issues raised by Council Members, members of the public and local businesses, both actual and perceived, whilst enabling the Service Provider to operate in an innovative way within parameters set by the Council and agreed with the Service Provider.

An example of this is the high profile enforcement presence expected on the main arterial routes and shopping streets with greater flexibility given to the Service Provider on the residential roads thus focusing enforcement in areas where the Traffic Management and road safety benefits will be maximised.

Over the years since the inception of decriminalised (now civil) parking, car ownership in general has increased outstripping the available number of on-street controlled parking

spaces thus creating significant stress on the stock of parking spaces for both residents as well as visitors. There is a clear perception that the levels of parking contravention have increased in the borough over this period. The Council will therefore seek to ensure that contravention levels are properly measured and then used to focus the level of enforcement activities.

The introduction of differential penalty charges in July 2007, and the Traffic Management Act and associated regulations and guidance (31<sup>st</sup> March 2008) has resulted in changes to the way in which enforcement is carried out, and variations to Council policies have been made, which are now reflected in this revised specification.

The Council intends this contract to operate within the spirit of the Traffic Management Act 2004, and this will include the application of proportionality, accountability and openness.

The Council has been operating decriminalised (now civil) parking enforcement since 1994, following the introduction of the Road Traffic Act 1991 throughout London. The entire borough was originally designated as a Special Parking Area and is now a Civil Enforcement Area under the Traffic Management Act 2004.

Through the length of the Contract the Council will work with the Service Provider to offer continued improvements to the service to ensure quality of service delivery and expects the Service Provider to be pro-active in identifying and recommending any such changes and improvements.

The Council's policies and procedures when issuing PCNs will be set out in Schedule 7 of this contract which also contains other information regarding parking in the Borough. These documents are intended to supplement the information given in this specification and will contain further information regarding the issuing of PCNs, collection of evidence (e.g. photographs), and parking arrangements in the borough.

The Service Provider is expected to have in place a Business Continuity and Disaster Recovery plan, and this must be maintained throughout the life of the contract. The plan shall be made available to the Council's representative upon request. The plan shall be regularly reviewed, at least annually.

## 1.5 Public scrutiny

There is not yet a consensus that all infringements of parking regulations are indefensible, especially in a Borough with so few parking spaces. The natural consequences are that the subject is one of continued media interest, and the Council receives a significant volume of comments and complaints about parking enforcement. However, the Council is adamant that its parking enforcement activities are conducted in such a manner that they can stand up to public scrutiny and that these activities are explained in an open and honest way.

The Service Provider must therefore recognise that the Council will not allow its reputation or its status to be impugned by the actions of a Service Provider. The relationship between the Council and the Service Provider is expected to be an open and honest one and it is

acknowledged that problems may arise. Where this is the case, both parties will work together to resolve them and to improve the service offered. The Service Provider must recognise the need to ensure that good management of parking and enforcement operations becomes a more and more important aspect of the delivered service.

The Council is aware that Civil Enforcement Officers (CEOs) act as the Council's representatives on-street and that they provide much of the public interaction between the Council and the motorist. The Council is keen to promote an atmosphere where CEOs see themselves as part of the Council's service to the public. CEOs must therefore regard themselves as ambassadors of the Council and must act accordingly. This is seen as a key element to the success of this contract and the Service Provider must recognise the importance of this aspect of the CEO's role and ensure all staff are regularly briefed on the significance of their role and this requirement.

The Council is fully dedicated to partnership working and is committed to working with a Service Provider who shares high standards and wishes to ensure, through working with the Council, continued service excellence. To this end, the Council expects the Service Provider to align his enforcement objectives with those of the Authority.

#### 4. Future aspirations

Council Members and the public also expect all of the Service Provider's employees associated with parking enforcement to be competent over a broader range of tasks. The Council expects the CEOs to play a limited Civic Ambassador role; this will lead to a greater emphasis on the broader role of the CEO and on the calibre and career development of the employee.

The Council recognises that the role enforcement plays in ensuring on street compliance with the parking regulations may well change over the duration of the contract term. This change is expected to manifest itself in terms of both the technology employed, as well as in the roles performed by both Council and Service Provider's employees. The Council intends to embrace the changes necessary to provide innovation and continuous service improvement. The Service Provider must be prepared to work closely with the Council on implementing the resulting changes and any Contract variations that will result. In this event the Partnership Charter (Schedule 17) and Change Control procedures referred to in this Specification will be used to implement changes where necessary.

#### 5. Locations of Work / Patrols.

On-street parking control covers the whole Public Highway network within RBKC. There are no sub-controlled parking zones and Resident Parking Permits are valid in any Resident Parking Space within the Borough boundaries.

This Contract is for the enforcement of on-street parking, Council housing estate parking and designated off-street facilities. It does not include the Council's own off-street facility at its Hornton Street site or the Borough's cemetery that is located in Hanwell, W5. The Service Provider may occasionally be required to assist in the removal / re-siting or clamping of vehicles within the Council facilities referred to above but this will be by special

arrangement. For details of the documentation provided the Service Provider should refer to Schedule 7 of this Contract

There could be at any one time a number of sensitive areas where the Service Provider may be instructed by the Council's Representative to relax or intensify the normal requirements for compliance with certain regulations. The Service Provider, working in conjunction with the Council, will implement any such instructions. The Council will provide a list of these areas to the Service Provider and will also make this data available on the PCN system for transferring to the Hand Held Computer (HHC) to provide information to CEOs on street

There are a number of suspended roads where the Service Provider may be instructed by the Council's representative to relax the normal requirements for strict compliance with certain regulations. The Service Provider, working in conjunction with the Council, will implement any such instructions. The Council will provide a list of these roads to the Service Provider and will also make this data available on the PCN System for transferring to the HHCs to provide information to CEOs on street.

The Council may also introduce new Resident Parking bays over the contract period, and amend arrangements for motorcycle parking, as well as introducing new permit free developments. The Council's Representative will ensure that the Service Provider is advised of any changes to the parking arrangements in the Borough and how enforcement of new/amended restrictions will be affected. The Service Provider will be expected to liaise with the Council's Representative in varying his enforcement plan as necessary.

The Council wishes to adopt a more flexible approach to on-street enforcement that will provide a more efficient service and allow enforcement to respond to any changes, whether planned or unexpected. As such there will be no requirement to visit specific streets a certain number of times per day. Instead we anticipate the service provider to deliver a service that adopts the most flexible use of contracted deployed hours and is able to demonstrate that this is adaptable to reflect any changes in the nature of the service.

In 2014/15 we deployed approximately 169,400 on-street hours on-street in RBKC (which excludes TMO estates). This Contract incorporates the TMO parking enforcement requirement on the housing estates across the Borough. For the purpose of clarity, Tenderers will be asked to submit prices based on the needs of both RBKC's on-street enforcement needs and the TMO's parking enforcement needs.

In respect of RBKC's on-street enforcement service needs, we envisage deployed hours will initially remain as per the current service; approximately 169,400 hours per annum; but Tenderers will be asked to suggest a more flexible approach in respect of how CEOs patrol and provide the required deployed hours whilst maintaining full effectiveness of the service.

In respect of the TMO's needs, we require tenders to base their deployed hours for this element of the service around making one visit per day by a CEO to each estate referred to in Schedule 17, Monday to Saturday inclusive.

This Contract marks a major change for RBKC's on-street services. Previously, we employed a prescriptive street visit regime where the service provider was required to visit each street in the Royal Borough on a pre-agreed number of occasions, ranging from continuous patrols on main roads to one visit per day in cul-de-sacs and mews. We are now seeking a Service Provider who can provide a more flexible, dynamic street visit regime that is based on their

expertise, staff feedback and relevant data from our PCN IT system. Underpinning all of this is the need to maintain a high-profile on-street presence to ensure our elected members, residents, businesses and visitors benefit from an effective enforcement regime and feel reassured in that respect.

We have also recently assumed responsibility for off-street parking enforcement on the housing estates across the Royal Borough and all of the above applies.

The Council is concerned that in abolishing the requirement for a prescribed number of visits to certain streets, there may be an element of reduced visibility that may result in an increased number of complaints to the Council. It therefore anticipates that the service provider will adopt methods to ensure that it is able to maximise the amount of street visits where possible within any deployment plan.

In addition, the current service is focused mainly on CEO foot patrols who account for 73% of total deployment on-street. CEOs on mopeds account for another 15% with CEOs on bicycles making up the final 12%. However the Council's future aspirations may require a movement away from this approach and recognises the role enforcement plays in ensuring on street compliance may change over the contract term. This change is expected to manifest itself in terms of both the technology employed, as well as in the roles performed by both Council and Service Provider's employees. The Council intends to embrace the changes necessary to provide innovation and continuous service improvement.

#### **Method Statement 1.1 (Deployed hours proposal)**

*Tenderers are **asked to price** for (i) 175,000 deployed hours per annum in Schedule 11. This will be evaluated as part of the cost evaluation.*

*For the purpose of identifying potential future efficiencies, tenderers are also asked to provide supplementary prices for (ii) 165,000 and (iii) 155,000 on-street hours.*

*Tenderers should include their reasoning and methodology for scenarios (ii) and (iii), including impact on on-street enforcement. The purpose of this is to ascertain alternative service delivery options and the associated cost/benefits. This will be evaluated as part of the quality evaluation.*

#### **Method statement 1.2 (Flexible / dynamic deployment of resources)**

*Tenderers are asked to clarify how they will provide the flexible on-street enforcement approach that we are seeking. Responses should include but not be limited to making maximum use of deployed hours, staff, resources and ways of working that will assist in providing the service and achieving our aim.*

#### **Method Statement 1.3 (Maintaining visibility on-street)**

*Tenderers are asked to clarify how they will strive to ensure CEOs can visit the maximum number of streets within their deployment plan in order to reduce the potential risk of complaints from Members and residents concerning on-street visibility, especially on main roads and in high-profile areas. Information should include but not be limited to the use of other tools such as bicycles, planned beat patterns etc.*



### ***Method Statement 1.4 (Changing the service to meet demand and IT developments)***

*Tenderers are asked to describe how they envisage proactively managing potential changes in the nature of the service and using intelligence led deployment to ensure a flexible approach to the service is maintained.*

## **2. LOCATIONS OF WORK**

Parking control covers the whole Public Highway network within the Royal Borough. There is a single zone and there are no sub-controlled parking zones. Resident Parking Permits are valid in any Resident Parking Space within the borough boundaries.

This Contract is for the enforcement of on-street parking and designated off-street facilities such as the Holland Park Car Park and Kensington and Chelsea Tenant Management Organisation (KCTMO) car parks.

Tenderers should note that KCTMO housing estate permit holders can only park their vehicle on the estate in which they live with the exception of a low number of dedicated bays that are located on-street.

There could be at any one time a number of sensitive areas where the Service Provider may be instructed by the Council's Representative to relax or intensify the normal requirements for compliance with certain regulations. The Service Provider, working in conjunction with the Council, will implement any such instructions. The Council will provide a list of these areas to the Service Provider and will also make this data available on the PCN system for transferring to the HHCs to provide information to CEOs on street.

The Service Provider shall not enforce against any vehicle parked on private land where the Council has no powers to enforce. However, there are areas which could appear to be private land (some shop forecourts for example) where the Council is permitted to enforce as the public has a right of way over the land. The Service Provider should ensure that he and his staff are familiar with the areas in the Borough that could be deemed as private land but under legislation is deemed as public highway, in which case enforcement can take place. The Council's Representative will issue further instructions regarding such locations.

Details of the environs, locations, current observation periods and relevant traffic orders may be found [here](#) and in Schedule 7

### ***Method Statement 2.1 (Deployment Plan)***

*Tenderers are asked to demonstrate/provide their deployment plan proposal for the initial phase of the contract, and clarify how deployment will be proactively monitored to ensure the best possible service is being delivered, the review process with Council Officers, and how it will be updated throughout the life of the contract.*

## **3. CORE SERVICE HOURS**

The controlled hours in the majority of the Borough are 08:30 hours until 18:30 hours (Monday to Saturday inc.) and restrictions also apply in certain locations on Sundays.

Restrictions are limited on Bank Holidays (treated like a Sunday) and variations to these core hours are in place in specific areas of the Borough and in specific types of parking spaces. Schedule 7 provides details of the types and scope of the restricted hours including locations.

The Council regularly reviews the type and numbers of spaces available within the Borough to optimise the types and numbers of each within the constraints of the overall space available.

This has resulted in Resident Parking spaces alone being controlled and enforced beyond the normal working day and late into the evening period. Resident parking demand is exceptionally high with some 36,000 Resident Permit holders and only 28000 Resident Parking spaces to cater for them.

In order to minimise the problems encountered by Resident Permit holders they are permitted to park within Pay & Display spaces free of charge for the first hour and last hour of the period of control. That is to say before 09:30 hours and after 17:30 hours. The Council currently has 751 Pay and Display machines on street all of which are monitored online by the Council's Contracts team.

Enforcement will be undertaken where resident parking places are permanently extended until 22:00 hrs, Monday to Friday.

The Council may also introduce new Resident Parking bays over the contract period, and amend arrangements for motorcycle parking, as well as introducing new permit free developments. The Council's Representative will ensure that the Service Provider is advised of any changes to the parking arrangements in the Borough and how enforcement of new/amended restrictions will be affected. The Service Provider will be expected to liaise with the Council's Representative in varying his enforcement plan as necessary.

In anticipation of the increased activity due to Christmas shopping, the controlled hours in residents' parking bays in the Knightsbridge area are temporarily extended in December to include Sundays and the Service Provider will be required to enforce. Prior to December each year the Council's Representative will issue to the Service Provider a list displaying the names of the roads and streets where the additional enforcement powers will apply.

For clarity, enforcement of the other permitted parking places in these locations will not be undertaken.

The Service Provider will ensure appropriate levels of staff are available and deployed to ensure the resident bays in the areas referred to are patrolled effectively.

***Method Statement 3.1 (Extended hours of Control in resident bays)***

*Tenderers are asked to describe how they will manage the extended hours patrol requirement within their proposed number of deployment hours. Reference to any reporting/monitoring tools should be included where appropriate in the response.*

***Method Statement 3.2 (Reasonable working hours for enforcement staff)***

*Tenders are asked to explain how they will either avoid or keep to an absolute minimum the use of overtime to meet the deployed hours expectation. Your plans should include but not*

*be limited to ensuring staff welfare (no excessive number of hours in one day), the balance of full time against part time staff and ensuring you only use staff who are dedicated (solely employed) to this Contract.*

#### **4. PATROL REQUIREMENTS – Rapid Response Service / Problematic Traffic Management sites**

The Council expects that appropriate enforcement measures will be in place, and applied in conjunction with Council policy, to ensure compliance with parking regulations. There may be instances where the Council will ask for a restrained or delicate approach in specific areas. Equally there may be instances where the Council requires a “rapid response” ability from the Service Provider.

##### ***Method Statement 4.1 (Intuitive approach to dealing with problematic sites)***

*Tenderers are asked to clarify the means by which a “rapid response” will be provided. This should include the types and number of vehicles, numbers of staff available for this role and how they envisage managing this business need and possible seasonal fluctuations.*

*Examples of potentially difficult locations in the Royal Borough include but are not limited to the streets surrounding the Harrods department store, Portobello Market area, particular schools, places of worship and embassy buildings.*

##### **On-street reporting**

The Council expects the Service Provider and its staff to provide a support service in identifying any issues on-street. Examples include but are not limited to reporting defective: suspension signs, traffic signs, pay-and-display machines and road markings, abandoned vehicles and damaged kerbs. This must be done in conjunction with but not be detrimental to their primary enforcement role.

It is also the responsibility of all CEOs to identify and report to the Council all instances of suspected residents permit or disabled badge fraud. Such reports will enable the Council to tackle and reduce parking fraud in the Royal Borough.

##### ***Method Statement 4.2 (Reporting defective equipment / on-street problems)***

*Tenderers are asked how they will ensure a balance is maintained between the primary service requirement and the need to ensure effective reporting of defective street furniture. As part of the response, details on reporting mechanisms should be included, avoiding duplication where possible, as well as any additional training provided to staff.*

##### ***Method Statement 4.3 (Fraud reporting)***

*Tenderers are asked to explain how they will ensure CEOs are familiar with valid and invalid types of residents’ permits, doctors’ permits, disabled badges and any other concessionary permit types that may be used on-street. This should also include reporting mechanisms and measures to ensure that knowledge of such permit types remains current.*

## **Inclement Weather**

Irrespective of weather conditions, the Service Provider will make every effort to ensure that the patrol frequencies are met. Inclement weather events which prevent enforcement must be recorded by the Service Provider at the start and finish time of such event and reported to the Council's Representative. If the weather conditions have a significant effect on the patrol frequency on any one day, this must be reported to the Council's Representative as soon as it becomes apparent that such an effect will occur. Health & Safety of the enforcement staff should not be compromised.

Such conditions which are liable to affect enforcement are envisaged to be snow and ice which prevent the detection of road markings and traffic signs on a significant number of roads, flooding, or high winds which form a personal hazard in terms of flying debris.

The Council's Representative may make alternative arrangements for enforcement or give permission for enforcement to cease temporarily. In this event, the payment to the Service Provider will not be affected. An appropriate adjustment to the target frequencies and deployments will be made to the KPIs. The Service Provider shall resume normal patrols as soon as possible and inform the Council's Representative that enforcement has resumed.

### ***Method Statement 4.4 (Dealing with adverse weather conditions)***

*Tenderers are asked to explain how they will maintain a good service in light of inclement weather conditions. This should include maintaining appropriate levels of enforcement on-street whilst ensuring that the safety of their employees remains paramount.*

## **5. OPERATIONAL BASES**

It is envisaged that the Council will provide the necessary operational bases required for the service. Currently we anticipate providing three locations within the Borough and will endeavour to ensure that they are located to support efficient enforcement. The northern base is located at Unit 1, 1 Bard Road, W10 6TP. The central base is located at 37 Pembroke Road, W8 6LZ. The southern base is located at 2<sup>nd</sup> Floor 333 Fulham Road, SW10 9QL.. The Council expects these bases to remain available for use in the short to medium term.

IT links to the Council's network and third party parking enforcement software (currently Xerox/Si Dem) will be provided by the Borough in all bases. This will allow connectivity to the Council and its parking system.

The Council expects the successful supplier to be responsible for the provision of all other equipment, consumables and stationery required to provide the service. This will include but not be limited to radio communications to CEOs, handheld computers for use on-street, PCN supplies, pocket books, cameras for use on-street which can cope with instances of poor light, a network infrastructure to the Service Provider's head office (if required) via its own network links where required to its central IT system.

It will be the Service Provider's responsibility to fit out the premises as required with appropriate furniture, consumables etc. This should all be done in compliance with the appropriate Health and Safety standards.

Except with the Council's Representative's written approval, no part of the accommodation provided under this Contract shall be used for any purpose other than dealing with the Council's parking operations.

IT and radio communications are detailed in a separate section of this specification.

**Method Statement 5.1 (Fitting out plans)**

*Tenderers are asked to provide a copy of their proposed base "fitting out" plan. This should include but not be limited to relevant timelines and dependencies.*

**Method Statement 5.2 (Base location alternatives)**

*Tenderers are asked to provide any alternative proposals to the bases, explaining any reasoning behind the different locations. Separate "fitting out" plans for these locations should be included.*

**6. VEHICLES**

The Council envisages the Service Provider will be responsible for all vehicles necessary for the effective and efficient supply of the service. Appropriate arrangements will need to be made for the provision of service in the event of a vehicle break-down. Responsibility for repair and maintenance of vehicle will rest with the Service Provider.

The Service Provider shall ensure that driver's daily checks, as required by the vehicle manufacturer's manual, are duly undertaken and that all other routine maintenance checks are complete.

An up to date maintenance and service history log is to be kept for all vehicles and should be produced for the Council's inspection when required.

All vehicles are to be kept in a clean condition and washed at least weekly. Vehicles must be refuelled prior to the start of the shift in which they are to be used. No maintenance must be performed during rostered shift hours.

The Contractor will operate Euro VI standard diesel recovery trucks in order to comply with local emission standards and TfL emission standards.

The Councils is aiming towards having zero emissions vehicle fleets in service. This can be achieved either through zero emission vehicles or carbon off-setting schemes.

The Contractor should either have or be working towards the Fleet Operators Recognition Scheme (FORS) Accreditation, or equivalent.

Vehicles engaged directly in enforcement activities are to carry identification signs of sufficient size to identify them as enforcement vehicles. This should include the Service Provider's name and company logo. The identification signs must be fixed permanently and displayed on vehicles dedicated to the Contract but must be readily detachable and only issued on a daily basis for other vehicles. Two-wheeled transport may be exempt from carrying such identification, at the Council's discretion. All vehicle identification livery must meet the requirements of the Council's Communication Strategy as revised from time to time – see Schedule 17.

Details of vehicle livery must be approved by the Council. Vehicles employed on the Contract may not carry advertisements of any form, other than to identify the Service Provider or operator, unless the Council's approval has been sought and has been given in writing.

The Council is also committed to addressing climate change and reducing emissions. In 2008 the Council adopted a Climate Change Strategy and set a target to reduce carbon emissions by 40 per cent by 2020. The scope of this work extends to the Council's key assets, main contractors and schools. As such, irrespective of the above requirements, all vehicles must be as environmentally benign as possible, operating within anti-pollution regulations at all times. Any vehicle failing, or appearing to fail, emission regulations must be withdrawn from use immediately until it can be inspected and repaired or replaced as necessary. The Service Provider will be expected to assist the Council in its requirement to report on vehicle emissions and should ensure that this information is available.

***Method Statement 6.1 (all necessary vehicles)***

*Tenderers are asked to provide details of the vehicles that they consider necessary for the provision of the service. This should include a breakdown of all vehicles whether car, van, motor cycle, bicycle etc.*

***Method Statement 6.2 (vehicle maintenance)***

*Tenderers are asked to clarify how provision of this service will be maintained in instances of vehicle breakdown or planned repairs/maintenance. As part of the response Tenderers should also clarify how they will manage vehicle provision in instances where there may be higher demands on this type of service.*

***Method statement 6.3 (Parking arrangements – Service Provider's vehicles)***

*Tenderers are asked to state how they will manage the parking arrangements for all vehicles used on this Contract.*

***Method Statement 6.4 (Emissions)***

*Tenders are asked to outline how they intend to comply with the Council's stated aims of reducing carbon emissions during the term of the contract.*

**7. STAFFING AND PERSONNEL**

The Council expects the Service provider to provide all necessary staff to ensure an effective and efficient service. This provision should encompass all areas of the contract and include

roles such as contract management, reporting, supervision, HR etc. The Council believes that the retention of staff dedicated solely to this Contract will be highly beneficial.

The Service Provider will be expected to be conversant with the provisions of the Traffic Management Act 2004 as it relates to the enforcement operation in the Borough, and with other relevant statutes and codes of practice that apply to the enforcement operation, including but not confined to, Statutory Guidance, Operational Guidance, the Council's own Traffic Management Orders and instructions and guidance from London Councils.

The Service Provider shall employ sufficient resources and suitably qualified employees to perform all of the duties and requirements of this Contract. The Council acknowledges that the quality of the people employed by the Service Provider will be a major influence on the service provided and tact, restraint, appearance and diplomacy will be regarded as important as numeracy, literacy and proper training. The Service Provider shall take up full written references on all employees to be appointed, ensure the validity of the references and retain them for inspection by the Council's Representative upon request.

The Council places a high level of importance on the ability of the Service Provider to retain good quality employees at all levels of the operation. A high level of employee turnover will adversely affect the efficient operation of the Contract. The Council therefore expects the Service Provider to ensure that employees retained after their probationary period are not moved to other Contracts held by the Service Provider to the detriment of this Contract. Equally, the Service Provider shall not employ upon this Contract any person who has recently been employed by them on another Contract unless they receive prior permission to do so from the Council's Representative. Personnel transferred to this Contract must also have the Disclosure and Barring Service, immigration and any other relevant checks, and evidence of these must be provided to the Council's Representative in advance of their starting work in the Borough.

All employees shall be monitored closely by the Service Provider, especially during the first three months of employment, which shall commence when they begin to undertake their normal duties after training. This will include supervision arrangements which are to include arrangements for monitoring the performance of CEOs (including on-street supervision) and all other staff involved in the contract. Towards the end of this period the Service Provider shall produce a "Probationary" report on the employees' performance and conduct, using any measures that the Service Provider and the Council's Representative shall agree to be appropriate. The report shall be retained by the Service Provider and be presented to the Council's Representative when requested.

The Council also places great emphasis on the role of the Contract Manager and sees it as pivotal in creating and supporting a collaborative relationship between Council and Service Provider while ensuring an efficient and effective service.

***Method Statement 7.1 (Staff numbers and roles)***

*Tenderers are asked to provide a breakdown of the numbers of staff that will be involved in the provision of this service.*

*The response should indicate whether their role is solely dedicated to the provision of this service or if it is shared, should also include a brief definition of the duties involved for every role, as well as contingency plans. These roles may include but not be limited to contract management, reporting staff, senior and supervisory staff, civil enforcement officers and administrative staff.*

**Method Statement 7.2 (Maintaining a dedicated staff)**

*Tenderers are asked to set out how they will maintain a dedicated staff on this Contract. If the Tenderer has a company-wide staff pool, please describe the circumstances under which that resource will be utilised.*

**Method Statement 7.3 (Staff retention)**

*Tenderers are asked to clarify how they manage the issue of staff retention generally and their plans for this service.*

**Method statement 7.4 (High quality Contract Manager and supervisory staff)**

*Tenderers are requested to explain how they will ensure the roles of Contract Manager and supervisory staff attract the highest possible quality of applicants. They should also clarify the measures they will adopt to ensure the roles are performed to the highest standard, including staff retention plans and how the supervision of front-line staff will be undertaken to ensure all on-street activities are being closely monitored and controlled.*

## **8. CEO TRAINING/QUALITY**

The Council considers the quality of civil enforcement officers as a major contributor to the quality of the enforcement operation.

To support the service we believe that initial and ongoing training in conjunction with a motivated workforce is crucial. We believe that it may help in supporting staff retention.

The Service Provider shall ensure that all employees are suitably trained and qualified to undertake the duties required of them. It should be noted that the training provided for all individuals employed on the contract must include a module that specifically deals with the Council's aspirations, culture and policies with respect to parking enforcement.

The Council expects high standards of customer care from all the Service Provider's staff. Particular attention should be paid to this when the Service Provider designs his training programmes. The Service Provider will be expected to embrace the Council's "House style" with regard to Customer Care, public interface, correspondence and such like issues.

Any CEO employed by the Service Provider to operate on this Contract who is already certificated must complete further training, concentrating on all unique aspects of enforcement under this Contact and the Service Provider must be satisfied that the CEO is competent before he/she is allowed to commence enforcement duties.

No CEO shall be deployed on enforcement duties without appropriate supervision until he or she has completed a full training course as specified above.



The Council believes that CEO training must be an on-going process in order to ensure that the Service Provider's staff maintain standards and improve performance. The standard and level of refresher training must comply with the minimum recommended by the London Councils and required for NVQ accreditation if greater than that specified or as determined by the Council's Representative. This training must be programmed such that it has no impact on the Service Requirements and minimal impact on the enforcement levels. The records of this refresher training must be made available to the Council's Representative upon request.

The Service Provider will be responsible for all IT training of their own employees in the use and operation of the system and must ensure that all employees are trained and competent in the use of the Council's Parking IT system as it affects their job roles.

In addition, Data protection is a key issue for the Council to ensure the rights of our customers and the Council's reputation are upheld. As such, the Council expects the Service Provider to ensure its staff are fully trained in and compliant with current Data Protection legislation.

***Method Statement 8.1 (Training Plans)***

*Tenderers are asked to clarify their training proposal/programme for this contract. Details should include all forms of training provided and how it is monitored to ensure training is appropriate, training standards/certification etc and should address both initial and ongoing training.*

***Method Statement 8.2 (Data Protection)***

*Tenderers are asked to submit proposals to demonstrate how the staff on this contract who have access to members of the public's personal details and information will be trained and monitored on an on-going basis to ensure the Data Protection criteria is complied with in full.*

**9. UNIFORMS AND EQUIPMENT**

The Council envisages the Service Provider will be responsible for providing all uniform and protective clothing necessary for the provision of the service. All staff employed on the contract will be of clean and smart appearance and comply with current legislation. It is anticipated that CEOs will endeavour to maintain this standard of appearance at all times whilst on duty. If at any time an employee of the Service Provider fails to comply with the standard of dress, the Council's Representative shall instruct the Contract Manager to ensure that the standard is complied with immediately and if this is not possible, that the employee returns immediately to the Control Office and is replaced on that beat by another CEO.

Uniform design and style must be approved by the Council. The uniform must comply with the requirement stipulated in the Traffic Management Act 2004 Operational Guidance. The Council does not endorse the baseball cap/polo shirt style of uniform.

When in service the uniforms should fit properly and be provided and maintained in a clean and presentable order. Appropriate arrangements should be made for the cleaning and replacement of uniform items to ensure that standards are maintained at all times. It is assumed that non public facing employees will not be required to wear uniforms.

Whilst on duty an employee's identification number must be clearly visible to the general public. The uniform must be easily distinguishable from other Services such as police and community support officers, and must clearly show at all times the Council's identity; the Service Provider's identity; that the wearer is a CEO; and the CEO's Service Number. Employees required to wear full uniform should not be allowed to start their shift with any parts of their identification letters or numbers missing.

Protective clothing provided by the Service Provider must conform to the relevant and current health and safety legislation and be suitable for its purpose, for example providing full protection for mobile CEOs without hindering their work effectiveness

***Method Statement 9.1 (Uniform proposals)***

*Tenderers are asked to submit their proposals for staff uniforms, providing examples where possible.*

***Method statement 9.2 (Uniform maintenance)***

*Tenderers are asked to provide information on uniform supplies, procedures for ensuring that uniforms are kept clean and a copy of their uniform replacement programme. They are also asked to explain how they will ensure that CEOs maintain standards and begin their shifts in clean and smart full uniform.*

**10. CIVIL ENFORCEMENT OFFICER AND OTHER EMPLOYEES' CONDUCT**

The Council considers the conduct of employees to be of great importance as this may impact upon the Council's reputation. All employees, whether employed directly or indirectly by the Council should conduct themselves in a professional and courteous manner at all times.

The Service Provider's employees should be aware of their public profile and recognise that they are providing a service on behalf of the Council to the general public and that their actions and behavior reflect on the Council.

The Service Provider must ensure that none of their employees are under the influence of alcohol or other drug when on duty, unless prescribed by a doctor. Any employee so found must be removed immediately from the Contract. Employees taking prescribed drugs must not be impaired from fulfilling the requirements of the Contract. Employees must not drive vehicles when taking prescribed drugs if the dosage instructions forbid such actions.

All employees shall be prohibited from smoking, eating, drinking, chewing gum or using a mobile phone (or similar) for personal use when on duty in a public area. All tea / coffee breaks are to be taken in the current area of working but not during peak enforcement hours and must be limited to a maximum of fifteen minutes each in each minimum three hours working period. Lunch breaks may be taken in the area of working or at another location provided by the Service Provider and must be limited to a maximum of one hour. The Service Provider shall provide and maintain a list of specified locations to the Council Representative. The duration of all breaks must not exceed the maximum to be agreed by the Council's Representative. Employees must not visit Public Houses, Cafes or Restaurants whilst on

duty. CEOs in uniform must not enter private property for any reason without the express consent of the Council's Representative.

All breaks, including lunch and tea breaks shall be duly logged onto the HHC by all enforcement officers at the start of enforcement duty, and at the start and end of any breaks as well as at the end of enforcement activity. The service provider will put in place measures that this is adhered to.

**Method Statement 10.1 (Staff conduct and behaviour)**

*Tenderers are asked to clarify how they will ensure that their employees are aware of the important and public facing role that they perform. Reference should also be made to training, review, monitoring and disciplinary action that may be taken to ensure that the conduct of employees is at the heart of the service provided.*

**Method statement 10.2 (Logging breaks)**

*Tenderers are asked to explain how they will ensure that staff breaks are limited only to the durations and locations specified and that any such breaks are properly recorded.*

**11. CONTACT WITH PUBLIC**

CEOs are expected to carry out their work overtly, with fairness, courtesy and reasonableness and to comply with all relevant laws and codes of conduct. This will include the CEO advising the motorist to move his/her vehicle, how and where to park to avoid a contravention of the parking regulations or issuing warning notices where appropriate. To this end, CEOs are required to be conversant with the on and off-street parking arrangements in the enforcement areas, permit information, Council policies and any other information necessary to enable them to carry out this function.

Should a motorist or other member of the public approach an employee of the Service Provider, the employee shall address the person politely and calmly but without expending undue time on the matter. The overriding aim shall be to assist the person but without commenting on matters which could prejudice enforcement or other action or on which the employee does not have full details. In particular, the employee must not give change to a member of the public or accept payment of any charge.

On request from any member of the public the employee must supply or show the following information:-

- a). identification number (on-street employees);
- b). identification number and position (non on-street employees);
- c). any factual information that the employee can provide. This should include for example:-
  - Tariffs, acceptable coinage and maximum stays;

- Location of alternative parking facilities;
- Who can provide further information and where;
- Copies of information leaflets.

If a CEO is being challenged on the issue of a PCN, the CEO shall:-

- Give the reason why the PCN was issued stating the information available to the CEO at the time and what constitutes a contravention of the parking regulations, pointing out the information available at the time including information on controls, lines and signs as applicable;
- Explain that he / she does not have the authority to cancel the PCN and suggest that the complainant should write to the address on the back of the PCN if they wish to make a written challenge, which will be considered by Council Officers;
- Indicate that if the driver writes to the Council and the communication is received within 14 days, the right to pay at a discounted amount will be preserved;
- Be prepared to outline in brief the process for the recovery of unpaid PCNs and the stages at which an appeal can be made (challenges, representations and appeals to London Tribunals) if requested to do so. Please note, the CEO should be prepared to attend London Tribunals if subsequently requested to do so;
- If pressed further the CEO should state that they cannot comment any further but will record any additional facts or comments that the complainant wishes to make;

The CEO must record details of any such conversation on their HHC.

The CEO must never indicate that a PCN should not have been issued or imply that the PCN will be cancelled;

The CEO must not indicate that a PCN will be sent by post if the driver does not wait for it to be issued, where the CEO knows that this will not be the case.

A CEO or other employee must not enter into a discussion or offer any opinion on:-

- the need for parking regulations either in general or in particular;
- the effectiveness of the parking regulations;
- the reliability of parking equipment, positioning, quality or design of signing and lining;
- the level of previous contraventions at a particular site or any difficulties other motorists may experience in the area;
- the level of charges or enforcement penalties, or;
- other matters prejudicial to the Council.

In these circumstances the employee must direct the member of the public to contact the Council and subsequently make a note of the conversation.

The Service Provider must be aware that the Council considers the way in which CEOs deal with members of the public, as outlined in the sections above, of paramount importance to the success of the enforcement operation. The Service Provider must ensure that all CEOs and other personnel working on this contract are trained in these requirements and that the effectiveness of this training is monitored by supervisory staff. Refresher training in the above should also be provided as required.

Any allegation by a member of the public that there is a fault with any equipment, road markings or signs must be investigated immediately where practicable or communicated to the Radio Control Operator who must log the allegation and arrange for it to be investigated as soon as possible and, if appropriate, reported to the Council as soon as possible.

Similarly, if a CEO receives a request for enforcement from a member of the public whilst on patrol, unless the CEO can accommodate the request without leaving his/her beat or compromising his/her ability to effectively enforce the beat, the CEO must immediately contact the Radio Control Operator, who will determine what action is to be taken (despatching a nearby CEO or a RRU unit, for example).

No employee of the Service Provider shall comment officially or unofficially to a representative of any section of the Press, radio or television media on any matter relating to parking enforcement unless authorised by the Service Provider and the Council to do so. For example, permission from the Council must be obtained before writing to a newspaper about anything of which they have acquired knowledge in the course of their duties. All employees must report any attempt at contact by the media to the Council's Representative immediately after it occurs.

The Council is likely to request the removal of any employee who breaches the requirements of this section from the Contract.

**Method Statement 11.1 (Speaking to Public)**

*Tenderers are asked to explain how they will ensure their staff comply with the Council's aforementioned guidelines when speaking to a member of the public about PCNs or any other of the issues referred to.*

**12. ISSUE OF PENALTY CHARGE NOTICES AND WARNING NOTICES**

During the hours of operation the Service Provider shall arrange for CEOs to patrol all restricted and permitted parking areas and enforce the parking regulations in accordance with this Specification and the agreed Deployment Plan. Where it is not possible to move vehicles on, this enforcement may take the form of issuing PCNs or Warning Notices to vehicles in contravention, taking digital photographs and, where appropriate, requesting the vehicles' relocation or removal.

Offences on the Priority Red Routes connected with the red lines and their various exemptions are enforced by the Metropolitan Police and TFL's parking enforcement officers but the

excluded areas on the wider sections of the red routes with permitted parking must be enforced by the Service Provider. The red routes include the A4, the Earl's Court One Way System (ECOWS) and the Embankment. Tenderers should note that the borough has some resident parking bays located on red routes.

Where necessary, CEOs are to issue PCNs to vehicles found in contravention of the parking regulations subject to any exemptions, dispensations/disregards or waivers applicable at the time of observation. This must be done in accordance with the Council's policy guidelines which include a period of observation; Schedule 7 details the contraventions and observation periods currently in force.

PCNs will be issued on pre-printed stationery supplied by the Service Provider. The HHC and printer will add the relevant data fields relating to the contraventions. The HHC will also be capable of issuing Warning Notices on the same stationery, or may just be used to record the service of a pre-printed Warning Notice.

Having first logged an observation of a vehicle which the CEO has reasonable cause to consider may be parked in contravention of the regulations the CEO, before issuing a PCN, must:

- a) verify that the appropriate carriageway markings, signs and plates are correct and clearly in evidence
- (b) verify in the case of Pay and Display controlled parking bays that a nearby Pay and Display machine is in working order, providing this machine is appropriate for use in the bay concerned (e.g. same tariff and time zone).
- c) in cases where a Pay and Display machine is found to be out of service the CEO should verify that an appropriate alternative working Pay and Display machine is available before a PCN may be issued. If the nearest machine has a different tariff and there is no other suitable machine visible in the road in question, a PCN should not be issued;
- d) examine the vehicle for evidence of any dispensation notice issued on behalf of the Council. With permit and pay and display controlled parking the CEO must examine all windows in the vehicle and the vehicle's dashboard for evidence of a permit or pay and display ticket before proceeding to issue a PCN;
- e) examine the vehicle for any notes, evidence of breakdown or evidence that it may be abandoned;
- f) examine the vehicle for previously issued PCNs.
- g) examine the CEO briefing notes to find out if there is a 'disregard' instruction from the Council.

### **Inspection of Signs and Road Markings**

On each visit to a site, the CEO must check that all signs and road markings are readily visible and correct.

If a CEO notices that a sign or road marking relating to a parking regulation is missing, incorrect, defaced, damaged, faded or obscured, whether or not a vehicle is committing a contravention, the location and type of fault must be logged onto the HHC. This inspection data must be transferred to the PCN System as a part of the daily PCN data transfer process from the HHCs. Where the PCN system has not been set up to capture this kind of info, CEOs must report this over the radio to the radio controller, who in turn must report it to the relevant Council department.

If a vehicle is committing a contravention in these circumstances then the CEO must:

- (a) not issue a PCN if it is considered that the contravention is as a result of a problem with the sign or road marking;
- (b) issue a PCN if it is considered that the problem with the sign or marking has no bearing on the contravention being committed. The criteria for determining this will be agreed between the Contract Manager and the Council's Representative and may vary from time to time. CEO's must be aware of this criteria and any updates as a result of best practice changes or Adjudication decisions.

In all cases the CEO must record the location and type of fault on the HHC and consult the CEO Supervisor if in any doubt as to whether a PCN should be issued.

### **Vehicles with Previously Issued PCNs**

If a vehicle is committing a contravention and a PCN has already been affixed to the vehicle, the CEO must check the PCN details and if:

- a) the CEO believes any PCN to be invalid for whatever reason the CEO's Supervisor must be contacted by radio for guidance (and possibly consultation with the issuing CEO). If the CEO Supervisor agrees the PCN is invalid the CEO shall remove the PCN from the vehicle, write on it the reason it is considered invalid and return it to the CEO Supervisor at the end of shift. The CEO may then issue a valid PCN or;
- b) a valid PCN was issued at the same location for the same contravention, the CEO must issue another PCN if the original was issued during an earlier period of restriction on a previous day or;
- c) a valid PCN was issued but for a different location or for a different contravention, the CEO shall proceed to issue another PCN regardless of when the original PCN was issued or;
- d) the CEO recognises the vehicle as having received one or more PCNs at that location, on previous days, which are not currently on the vehicle and issues a PCN for the current contravention, the CEO shall request the vehicle's removal immediately.; It must be noted, however, that no more than two PCNs are to be issued against a vehicle for the

same location, the same offence and same valve position, except when CEO issues a PCN to authorise the vehicle to be removed after confirming that it has not been abandoned or stolen (obvious signs are unlocked doors, ignition key hole tampered, etc). In these circumstances, CEO must get advice from the supervisor, or;

e)the CEO finds the circumstances are such that the criteria for the vehicle to be removed are met, the CEO shall proceed to request authorisation of such action.

### **Issuing a PCN**

Upon determining that the vehicle meets the criteria for a PCN to be issued, the CEO must enter or verify on the HHC the following data, and any other data, which will be prompted by the HHC following entry of the VRM:

- a) VRM, this will automatically call up any previously logged observation data for verification and will also display any message relating to this vehicle, such as whether a current permit or dispensation exists, or is a persistent evader vehicle;
- b) Vehicle Make and Colour, from look up tables on the HHC;
- c) Vehicle's Class;
- d) Contravention Code, from look up tables on the HHC;
- e) Bay Number (if available);
- f) Expiry Time or Unexpired Time, depending on the contravention code;
- g) VRM, for a second time recorded from the second registration plate;

Following entry of the VRM for the second time the CEO may print the PCN provided that:-

- a). all the relevant data has been collected and validated;
- b) any minimum observation period has expired, except with the express approval of or under instruction from the Council's Representative, and;
- c) any extra observation time relevant to the contravention and vehicle class has expired.

The CEO shall then print the PCN which he / she will immediately sign once the printing has been completed.

A second copy of each PCN must be produced by the CEO immediately after the issue of the first and this shall be marked "Office Copy" or similar on the back of the PCN. These PCNs must be signed by the CEO as a true copy of the original, placed into a suitable



protective wallet and handed to the CEO Supervisor at the end of the CEO shift.

The CEO must serve the PCN on the vehicle, or the person appearing to be in charge of it. The HHC will only allow the PCN to be printed if the data recorded meets the criteria programmed into the HHC to verify the contravention. The CEO must commence the collection of the required information in the event of the HHC not printing the PCN due to lack of data, or the expiration of any observation period. The PCN should be printed and issued as soon as the required data capture and observation criteria have been met. Immediately following the serving of the PCN the CEO is to log on the HHC the method of serving the PCN from the look up tables on the HHC.

Having issued and served the PCN, or whilst awaiting the expiry of an observation period, the CEO must collect specific supporting data as prompted by the HHC for entry, dependant on the contravention and the location, and will include some of the following:-

- a). location description;
- b) valve positions, being clock positions for the front and rear kerbside wheels. The numbers 1 to 12 are valid. Codes or full descriptions may be required to identify other possible entries such as "OBSCURED BY KERB" or "ROADSIDE TOO DANGEROUS"
- c) foreign vehicle indicator;
- d) diplomatic vehicle indicator;
- e) number of Yellow Lines, the values 0, 1 or 2 only are acceptable;
- f) number of Kerb Markings, the values 0, 1 or 2 only are acceptable;
- g) observation Type ("Constant" or "Casual" ), a Constant observation being made when a CEO has remained within view of the vehicle at all times since recording the first observation up to serving the PCN and a Casual observation is one where the CEO has moved out of sight of the vehicle since recording the first observation and has returned to issue the PCN;
- h) loading / unloading noticed;
- i) removal requested, this data may be entered whilst the PCN is being issued, or could be recorded by the CEO against the PCN record some time later;
- j) Health Emergency Badge Indicator. If "Yes" is entered, an expiry date, a permit number, a street name and a house number or name must also be entered, but if the address part of the badge is empty, the CEO must enter the word "NONE";
- k) parking permit indicator. If "Yes" is entered the CEO must enter the permit number and the expiry date of the permit;

- l) Suspension, dispensation or waiver indicator. If “Yes” is entered, the permit number of the dispensation or waiver or the number of the suspension must also be entered;
- m) disabled badge indicator. If 'Yes' is entered, the CEO must also enter the badge permit number, authority of issue and the time clock value;
- n) statutory undertaker's vehicle indicator. If 'Yes' is entered, the type of vehicle must be entered into the 'Notes' field, valid types being:-
- Navy, army and air force vehicles;
  - Royal Mail, Police, Ambulance and Fire Brigade vehicles;
  - Gas, Water and Electricity vehicles;
  - Local Authority vehicles;
  - Contractor vehicles (working on behalf of RBKC)
- o) vehicle attended indicator. If 'Yes' is entered the CEO must enter further details into the “Notes” field;
- p) equipment fault indicator. If 'Yes', the CEO must enter further details into the “Notes” field;
- q) all windows checked indicator “Yes” or “No”;
- r) evidence of vehicle breakdown indicator. If 'Yes' is entered, the CEO must enter further details into the “Notes” field;
- s) digital photograph information. Data may need to be entered to enable the automatic indexing and attachment of multiple photographic images to PCNs. Data such as the memory card number and photograph frame number may be required, depending on the type of camera supplied and whether the camera is a separate unit or an integral part of the HHC.
- t) driver's note present. If 'Yes', the CEO must enter further details into the relevant “Notes” field;
- u) the CEO should enter details of any note left by the driver and any notes to be made by the CEO. A table of standard, regularly-used notes should be available for the CEO to select from, to save time. The CEO should also take a photograph of any note on the vehicle;
- v) void PCN indicator and reason. If a PCN is voided by the CEO, the relevant indicator should be set and the CEO must select a valid reason from a table stored in the HHC;

x) warning PCN indicator and reason. If a Warning Notice is issued instead of a PCN, the relevant indicator should be set and the CEO must select a valid reason from the table stored in the HHC.

If at any stage during the issue of a PCN the CEO realises that the PCN is not valid for any reason, the CEO must void the PCN and record the reason on the HHC. If an invalid PCN has already been printed or served, the CEO must retrieve the PCN if possible and record on the HHC the reason for the void PCN. In any event the CEO must return the copy PCN to the CEO Supervisor at the end of shift with a request that the PCN be marked as void.

If a motorist returns to the vehicle at any time prior to the printing of the PCN the CEO is to afford the motorist the opportunity to move the vehicle. CEOs are to use a degree of discretion in these circumstances and should recognise that the moving of the vehicle so that it is no longer parked illegally achieves one of the Council's service objectives.

Under no circumstances may a CEO require a motorist to wait while the information necessary to issue the PCN is being recorded. If the vehicle is moved before the PCN is printed or served it is to be Voided as 'Vehicle Driven Away'.

During the printing of the PCN the CEO must inspect the print quality to ensure that the printed details are bold enough to be read at arms length in normal daylight and that all data are positioned correctly within their appropriate fields. In the event of the print quality not meeting these standards the PCN must be voided, not served and returned to the CEO Supervisor by the CEO. If the HHC fault cannot be rectified at the time, the HHC is to be returned to the Control Office for repair or replacement. If the CEO can repair the HHC, a second PCN must be issued for the contravention. The Service Provider's attention is drawn to the KPIs listed in the Payment Mechanism and Target Cost Schedules which detail the requirement of the Service Provider to properly equip their CEOs.

Apart from circumstances described above a CEO may only withdraw an issued PCN if that PCN is replaced by a substitute PCN. CEOs must retain the substituted PCN and return both parts of it to the CEO Supervisor. In such cases the CEO must record the details giving rise to the substitution in the HHC and cross-reference the entry by quoting the appropriate replacement PCN number. In no case is the CEO to indicate to a member of the public that any PCN will be cancelled.

CEOs may also need to attend Adjudication hearings in some cases, as required and if this is the case, the Service Provider shall ensure that the CEO, providing he/she is still employed by the Service Provider, attends the hearing at the time and location specified. The Service Provider shall bear all costs associated with such attendances.

There may also be occasions when the Council requires a CEO to complete a formal witness statement. If this is the case, the Service Provider shall ensure that the statement is completed within the CEO's next two working days and forwarded to the Council's Representative immediately on completion. If the CEO is away from work at the time of the request, the Contract Manager shall inform the Council's Representative of this and of the likely date of the CEO's return.

## **Serving PCNs and Warning Notices**

PCNs and Warning Notices must be handed to a person presenting themselves as being in charge of the vehicle or served on the vehicle in a weatherproof envelope with a self adhesive backing such that it cannot be removed accidentally by wind or other elements. Envelopes containing PCNs are to be brightly coloured and clearly marked "Penalty Charge Notice". The Service Provider is to supply suitable envelopes to the approval of the Council's Representative.

If a PCN is handed to a person, the CEO must record this fact and brief details of the person in the HHC, i.e. 'male driver', 'female passenger' etc.

If a PCN is served on a vehicle it must be placed on the front windscreen of the vehicle (or other appropriate location) such that it is in full view of the driver. It must be attached securely to the vehicle using the self-adhesive backing to the envelope and, where possible, placed under the windscreen wiper such that it does not become removed accidentally. If a PCN cannot be placed in full view of a driver or adequately secured to the vehicle the CEO must serve the PCN, making a note of the circumstances and recording the method and location of service.

If a PCN is challenged by the motorist or any other party at the time of issue the CEO must follow the procedures set out in this specification.

If a driver should return to a vehicle once a PCN has been printed but before a PCN is affixed to that vehicle the CEO must:

- a) inform the driver that a contravention has occurred and a PCN has been printed;
- b) hand the PCN to the driver, and if they refuse to accept it, affix the PCN to the vehicle, providing it is safe to do so.

In circumstances where the PCN cannot be served, full details of the incident should be noted in the CEO's HHC. The PCN, together with the copy PCN, should be handed to the CEO's supervisor at the end of that shift. The matter should then be reported to the Council's Representative so that appropriate action may be determined. The CEO should not indicate to the driver that the PCN will be served on them through the post or by any other means.

The quality of photographic supporting evidence is particularly important in the PCN process and it is envisaged that CEOs will take appropriate images to support PCN issuance. This will be especially crucial in supporting a future on-line appeals process.

HHCs will be used to record all notes and observations relating to the issuance of PCNs, and associated images except in situations of poor light where a separate camera may be used.

As detailed in section 4 of this specification and as part of this service the Council expects the Service Provider and its staff to provide a support service in identifying any issues on street. While this is not to be to the detriment of their primary role, the Council believes that ensuring the quality and effectiveness of street signage, line markings and street furniture in general will support the service.

**Method Statement 12.1 (Correct PCN issuance)**

*In light of the collaborative and flexible approach to enforcement, Tenderers are asked to clarify how they will ensure effective PCN issuance by staff on street and that the embedded processes are followed. The response should include but not be limited to ensuring the quality of PCN issuance, correct identification of signs and road markings, ensuring that repeat vehicle PCN issuance is appropriate and that correct observation times have been maintained.*

**Method Statement 12.2 (Quality of photographs)**

*Tenderers are asked to clarify how they will ensure that the quality of photographic images taken in support of PCNs they have issued are of the highest quality and in accordance with the Council's requirements.*

**13. IT AND RADIO EQUIPMENT**

The Council will provide the IT infrastructure and associated equipment (computers, printers, modems etc) to ensure the Service Provider will have access to the Council network and systems; this will include access to the hosted parking services PCN system.

The Service Provider will provide all on street equipment and associated back office equipment used by the CEO and to support their well being. Equipment will include but not be limited to handheld computers, radios and the communications infrastructure (if applicable), PCN/Warning notice printers, separate cameras, docking stations etc. The Council expects adequate start of shift procedures to be in place, which include but are not limited to checking all equipment is working correctly, the correct dates are in place and test tickets have been printed.

The Council takes the issue of personal safety very seriously in respect of both its direct employees and its service provider's staff. With regards to the health and safety of CEOs on street, the Council expects the Service Provider to ensure the safety of its staff is paramount, providing support, effective equipment and appropriate training.

**Method Statement 13.1 (All necessary equipment)**

*Tenderers are asked to provide a breakdown of the equipment they deem necessary to support the service.*

**Method Statement 13.2 (Maintenance of equipment)**

*Tenderers are asked to advise how they will manage the process of maintaining, managing and allocating all equipment required to support CEOs in the performing of their duties.*

**Method Statement 13.3 (Managing staff safety)**

*Tenderers are asked to clarify how they will manage issues such as code reds and the safety of their staff in general. This should include methods of communication and also the training available to CEOs to help them manage difficult situations on street.*

**14. MONITORING AND REPORTING**

The Council places a strong emphasis on quality management information. There will be instances where ad hoc reports are required, possibly at short notice. This may be to aid a

complaint investigation, following a request from a Councillor or senior manager or for any other reason.

**Method Statement 14.1 (sample reports)**

*Tenderers are asked to provide a sample of the deployment plans, management reports and the frequency that they anticipate providing these to the Council as evidence to support the quality of service provided.*

*Responses should include but not be limited to how you will address all KPIs, evidence areas such as quality of the service, effective parking enforcement, deployed hours, deployment locations, issuance of quality PCNs, evidence of an informed and motivated staff, staff well being and training, timely reporting of on street issues in signage etc.*

**Method Statement 14.2 (timely reports)**

*Tenderers are asked how they will ensure requests for ad-hoc reports are met in a timely fashion.*

**15. REVIEW MEETINGS AND CHANNELS OF COMMUNICATION**

It is the Council's policy that during the period of this Contract, Services will be developed in partnership with the Service Provider. The Council is also focused on the constant improvement of the quality of the service through proactive innovation whilst ensuring the Service Provider provides value for money.

**Contract Review meetings**

The Service Provider's attention is drawn to the Contract Terms, which refers to the cyclic meetings that will be held between the Service Provider and the Council during the Contract Term. Regular meetings (currently bi-monthly) will be held to discuss operations more generally and may include policy matters, resource levels and future directions. The Contract Manager shall submit a written progress statement to each meeting. This statement shall include a review of deployment of resources over the preceding month and its effectiveness and also contain recommendations for any changes to deployment or resource levels that might increase the effectiveness of the Service.

**Operations Meeting**

Separate from the Contract Reviews meeting, regular (currently bi-weekly) operational meetings shall be held between the Service Provider and the Council's representatives in order to review operational issues that are either on-going or have developed over the period between these meetings. The Service Provider shall provide at these meetings any information required in support of issues they have been asked to deal with.

**External Meetings**

The Service Provider shall attend joint meetings with the Council, representatives of other Service Providers engaged in providing parking services and representatives of outside

bodies, including the Police and Transport for London. The frequency of these meetings will be determined by the Council.

The Council's Representative will attend the meetings referred to along with any persons who in their judgement are considered necessary for the subjects under discussion. The Contract Manager shall arrange for any member of the Service Provider's employees to attend any meeting who is requested to do so by the Council's Representative subject to two days notice being given. The interval between the meetings referred to above may be varied by agreement with the Council.

If the Council's Representative or the Service Provider requests an emergency meeting, both must convene no later than 24 hours after the request is made.

The Service Provider will be required to take minutes, assist with agenda items and chair some of these meeting in the spirit of partnership, with prior agreement with the Council representative.

### **Electronic communication**

It is also expected that the Service Provider will ensure its staff are proficient in and make full use of the same electronic communication channels used by the Council (currently Microsoft Outlook). They should pay particular reference to ensuring that electronic calendars are up-to-date for ease of arranging and/or cancelling meetings and that RBKC email addresses are used when appropriate.

### ***Method Statement 15.1 (attendance at meetings)***

*Tenderers are asked to explain how they will ensure regular attendance by appropriate officers at the meetings referred to and their general proficiency in undertaking the tasks requested.*

## **16. COMPLAINT HANDLING**

The Service Provider shall accommodate whatever instructions or requests are made by the Council's Representative in order to comply with the Council's complaints procedures.

If the Council receives correspondence, which alleges rudeness, abuse, misdemeanour, etc., by any of the Service Provider's employees, a copy of the correspondence will be supplied to the Contract Manager who shall acknowledge receipt of the letter and investigate such allegations fully.

If the Service Provider receives correspondence which alleges rudeness, abuse, misdemeanour, etc., of any employee the Contract Manager must pass copies of such correspondence to the Council's Representative by the next working day

In both scenarios above, within seven working days of the Contract Manager receiving the correspondence, the Council's Representative must receive a report of these investigations which should include a record of the interview with the CEO at which contemporaneous notes should be made.

Where any delay is anticipated (such as the CEO being unavailable for interview) the Contract Manager shall advise the Council's Representative immediately and an extension to the seven days may be granted.

The interview should address the various aspects of the complaint, giving the CEO full and fair opportunity to voice their version of events. The interview should aim to explore any new evidence or statements provided by the CEO.

The interview should be conducted by the relevant base manager (or a suitably delegated officer if the base manager is unavailable).

Details of the complainant should not be disclosed to the CEO. If this hinders the investigation in any way, this should be discussed with the Council's representative.

The investigation report should also include, after the initial interview notes, a conclusion from the base manager (or similar) which either upholds or refutes the allegations made in the complaint and their reasoning for this. This should also include any actions that may be taken against the CEO and/or any suggested additional training that may be required.

Where previous complaints of a similar nature have been made against the CEO in the past 12 months, this should be taken into account when drawing any conclusions in the investigation report.

A proposed draft response to the complainant should also be provided by the Service Provider, the quality and style of which must meet the requirements displayed in the Council's Communication Standards guidance document (Schedule 17). This element may be waived or amended dependent on the agreement of the Council's Representative.

The Service Provider must keep records of all complaints received, responses given and any subsequent action taken. This information should be kept up to date and made available when requested by the Council Representative within twenty-four hours or as soon as practicably possible.

Where it is deemed necessary, and in instances where new information or evidence comes to light, the Council may require a further interview(s) to take place with the same officer in order to verify information. The Council may also request that the interview is conducted by a different officer in this case.

Where a complaint is made against a particular Service Provider's employee, if the Council's Representative considers it would be beneficial, the Service Provider shall arrange for any of their employees to attend an interview to be conducted by the Council's Representative at a specified location. A member of the Service Provider's management shall also attend.



Appropriate notice of the interview shall be given to the Service Provider. This will not be used extensively, but only for the most serious of allegations.

If a complaint is made directly to the Service Provider or any of their employees concerning any Council Officer, a policy or procedure, the Contract Manager shall report the details of the complaint in writing to the Council's Representative by the next working day or as soon as practically possible.

If any of the Service Provider's employees is approached by a member of the public who wishes to make a complaint against the Service Provider or Council they must be told to contact the Council in writing.

Should the Council Representative uphold a complaint against an employee of the Service Provider, which it is considered makes that person unsuitable to continue on the Contract, the Service Provider shall comply immediately with a request to remove that employee from this Contract.

The Service Provider shall make himself aware of the Council's [complaints procedures](#) and provide formal [complaint forms](#) to members of the public upon request.

***Method Statement 16.1 (Handling Complaints)***

*Tenderers are asked to explain how they will ensure that a comprehensive, fair, timely and proportionate investigation into each complaint will be undertaken and how, in the event that any element of a complaint is upheld, they intend to manage the outcome.*

**17. BUSINESS CONTINUITY AND DISASTER RECOVERY**

The Council requires a service which demonstrates a high degree of ability to operate in the event of failures in aspects of the overall provision whereby the business model will continue to operate in challenging circumstances. This may include but is not limited to IT failure, transport strikes, adverse weather conditions and general disasters/catastrophes.

***Method Statement 17.1 (Business Continuity)***

*Tenderers are asked to explain their business continuity and disaster recovery model and how they anticipate maintaining services in light of the aforementioned possibilities.*

**18. SPLIT SERVICE**

In the event that the Council appoints one Service Provider to deliver the Lot 1 services and a second Service Provider to deliver the Lot 2 service, a high degree of effective communications and co-operation between all parties involved will be required.

***Method Statement 18.1 (Lot 1 supplier and Lot 2 supplier liaison)***

*Tenders are invited to set out their proposal to ensure a good working relationship is maintained with the second supplier, if this scenario arises.*

## **19. SUSPENSIONS CALL BROADCAST**

Currently the Council provides a service whereby residents are notified via an automated telephone call if their vehicles are found parked in a suspended residents bay on the morning the suspension is due to take place. The current process for this can be found in the Council's parking plan in Schedule 7. At present, this service is provided five days a week, on a Monday to Friday basis. The Council wishes to extend this service to six days a week, including Saturdays. It is possible that this process may be extended to include the London Borough of Hammersmith and Fulham in the future.

### ***Method Statement 19.1 (Suspensions courtesy call service)***

*Tenderers are asked to comment on how they would undertake the proposed service, suggesting any improvements where appropriate. Tenderers should also suggest a cost for potentially providing this same service in LBHF in the future.*

**SCHEDULE 3 - PAYMENT MECHANISM**

**(See separate document)**

**SCHEDULE 4**

**KEY PERFORMANCE INDICATORS**

**(See separate document)**

**SCHEDULE 5**

**CHANGE CONTROL PROCEDURES**

**(See separate document)**

**SCHEDULE 6**

**TRANSFERRING EMPLOYEES**

**(See separate document)**

**SCHEDULE 7**

**PARKING PLAN**

**(See separate document)**

**SCHEDULE 8**

**ADJUDICATOR AND EXPERT**

**(See separate document)**



## **SCHEDULE 9**

### **EQUALITY**

(See separate document)

**SCHEDULE 10**

**INTELLECTUAL PROPERTY**

**(TO BE ADDED)**

**SCHEDULE 11**

**TARGET COST**

**(See separate document)**

**SCHEDULE 12**

**CONTRACT PLAN**

**(See separate document)**

**SCHEDULE 13**

**QUALITY MANUAL**

**(To be added)**

**SCHEDULE 14**

**ENVIRONMENTAL MANAGEMENT SYSTEM**

**SCHEDULE 15**

**FORM OF LICENCE**

**(To be added)**

**SCHEDULE 16**

**N/A – this is a Lot 2 item. Not required for Lot 1.**



**SCHEDULE 17**

**PARTNERSHIP CHARTER**

**(See below and separate documents)**