

SERVICE SPECIFICATION

THE PROVISION OF ESTATE CONTROLLED PARKING SERVICES IN HARINGEY

INTRODUCTION

Haringey Council is seeking to continue to provide estate controlled parking services on private land managed by Homes for Haringey.

The service specification will be subject to continued review and amendment as required, following any consultations with residents; changes in legislation or changes to processes and procedures. It is expected that the Contractor will be flexible in implementing any changes to service delivery as a result of any of these reviews and amendments.

The contract will initially be for four years, with a provision to extend a further one year, as deemed appropriate by Haringey Council.

SERVICE OBJECTIVES

The objective of the contract is to provide effective parking controls on our designated housing estates and on other land managed on our behalf by Homes for Haringey.

The Contractor must be an accredited operator with the British Parking Association (BPA) from the outset and throughout the duration of the contract, adhering at all times to BPA Code of Practice.

It is a pre-requisite that the Contractor comprehensively understands and complies with legislation that enables this contract. Additionally, that all associated legislation e.g. Health & Safety at Works Acts, etc. Is implemented and adhered to and all required insurances are in place, such as Public Liability, as stated within the BPA Code of Practice.

In accordance with the relevant codes of conduct, if the Contractor receives and processes vehicle or registered keeper data, the Contractor must:

- Be registered with the Information Commissioner
- Adhere to the Data Protection Act
- Adhere strictly to any DVLA requirements relating to the data

The Contractor must indemnify us against all claims that might arise from its obtaining data falsely or illegally, or misusing data.

SCOPE OF SERVICE

Notices

1. To provide, erect and maintain on the designated estates a sufficient number of adequate notices as shall be notified to the Contractor by Homes for Haringey from time to time informing persons using the designated estates that any vehicle parked without lawful authority is liable to be issued with a Parking Charge Notice.
2. All adequate notices shall be displayed at prominent locations on the designated estates, including a large adequate notice at each and every entrance to all designated estates from the public highway and the location of all such notices, their visual presentation and the information contained therein shall be acceptable to both the DVLA and BPA and agreed between Homes for Haringey and the Contractor in writing in advance and to the satisfaction of Homes for Haringey. All signs erected by the Contractor shall be removed by the Contractor forthwith upon termination of the contract and the Contractor shall make good any damage caused by such removal.

Patrol

3. To patrol areas on the specified designated estates ("Designated Areas") and such other areas as may be agreed from time to time between Homes for Haringey and the Contractor at random intervals and specific peak times on the days of operation stated for those designated estates or otherwise agreed between the Contractor and Homes for Haringey, and also at the request of Homes for Haringey whenever reasonably practical provided always that the Contractor patrols the Designated Area at least once a day. For the avoidance of doubt the Contractor shall be required to make patrols on days stated in Schedule 3, excluding public or statutory holidays.
4. The patrolling of the Designated Areas shall be carried out by trained and fully authorised personnel.

Parking Charge Notices

5. The Contractor shall issue a PCN to any vehicle that is parked and has been permitted to remain at rest without an official permit from the

Council, Homes for Haringey or other lawful authority in the Designated Area.

Any vehicle that has remained at rest shall not be issued with a PCN where:-

- There is displayed on any such vehicle a valid Disabled Persons Blue Badge or a valid Disabled Persons Companion Badge issued by the Council;
 - The vehicle has been allowed to remain at rest by a doctor, health visitor, nurse, midwife, home help or meals on wheels operative provided that the vehicle is being used in the course of such duties and there is displayed on such vehicle an official badge;
 - The vehicle is an emergency services vehicle which expression shall include a marked ambulance, marked paramedic, marked fire engine and marked police vehicle;
 - The vehicle is owned or driven by Homes for Haringey or the Council's servants or Managing Agents and is marked as a Homes for Haringey or Council vehicle;
 - The vehicle belongs to a statutory undertaker, which expression shall include vehicles owned by British Gas, London Electricity, Thames Water Utilities, British Telecommunications PLC, Cable and Wireless, their sub-contractors and the like provided that any such vehicle is marked with the statutory undertaker's name and is being used in the connection with the performance of any of the undertaker's functions;
 - The vehicle appears to be owned by a Resident, or is a delivery vehicle making a delivery to a property on the estate, provided that the vehicle is being used for loading or unloading only;
 - The vehicle is a motor cycle or scooter; and
 - The vehicle is an unauthorised vehicle remained at rest in the Designated Area for less than 10 minutes
6. The Contractor or its Authorised Representatives shall have the discretion not to issue a PCN to any vehicle that reasonably appears to be providing a service to Homes for Haringey, the Council or any Resident provided always that the Contractor or its Authorised Representatives shall contact the representative of Homes for Haringey nominated to deal with such matters for instruction in the event of any doubt.
7. An authorised representative of the Contractor must take timed and dated photographs of every vehicle at the time an unauthorised vehicle is first sighted and when the parking charge notice is issued, showing it's exact location; the parking signage in place and

evidencing the reason(s) for issuing the notice. Photographs must demonstrate that a 10 minute grace period has been given

Appeals Process

8. We operate a 3 stage appeals process. The Contractor will manage and reply to all stage 1 appeals and provide comprehensive evidence to POPLA for all stage 3 appeals. (Homes for Haringey investigate and reply to stage 2 appeals).

Removing and Impounding Vehicle

9. The Contractor shall, remove any vehicle authorised by Homes for Haringey or the Council for removal, except an abandoned vehicle within the meaning of the Refuse Disposal (Amenity) Act 1978 to the Contractor's vehicle pound. Any vehicle so removed shall be stored by the Contractor whilst the Contractor undertakes the steps required to identify the owner to be contacted under the Road Traffic Regulation Act 1984 and until such time as all prescribed requirements thereunder shall have been complied with by the Contractor, including the right of the owner of the vehicle to reclaim it upon payment of such sum as may be prescribed from time to time by the Removal, Storage and Disposal of Vehicles (Prescribed Sums and Charges etc/ Regulations 1989 (as amended), the Contractor shall not dispose of any such vehicle.

Impounded vehicles should be stored at a safe and secure compound within the borough or within very close proximity to the borough's boundaries.

10. Where a vehicle is to be removed the Contractor shall notify the Metropolitan Police prior to removal.
11. The Contractor shall remove any vehicle referred to in paragraph 5 above where a tow only operation is in force as stated in Schedule 3.
12. An authorised representative of the Contractor must take a photograph of every vehicle prior to its removal, showing its exact location and the obstruction, (health & safety risk), it caused.

No Damage to Vehicles

13. The Contractor shall exercise all due care to avoid damaging any vehicle or part of a vehicle when removing or storing the vehicle. The

Contractor shall be liable for any damage occasioned to a vehicle whilst in the possession or control of the Contractor. In the event that any damage is caused, the Contractor or its authorised representatives shall record particulars of the vehicle damaged and the damage caused in a log book and the Contractor shall indemnify Homes for Haringey and the Council against all and any claims in respect of any such damage.

Penalties

14. The fees shall be agreed from time to time between Homes for Haringey and the Contractor provided always that it shall not exceed the fees charged by the Council or those recommended by the BPA. Any review of the fees shall result in any amendment to the Detailed Rates.
15. The Contractor shall collect all fees, in accordance with the BPA Code of Practice, on behalf of Homes for Haringey and the Council and shall hold such monies on trust for Homes for Haringey and the Council and shall keep such monies separate from all other monies of the Contractor in a separate bank account. Details of that bank account shall be delivered to Homes for Haringey on or before the commencement date and otherwise upon request. The Contractor shall place all cash and/or cheques received from vehicle owners by way of fees in the bank account designated as a trust account within 24 hours of receiving such cash or cheques.
- The Contractor will ensure that the collection process is simple to use and that various options are available, such as online, phone and postal payments.

Monitoring Information

16. The Contractor shall prepare and provide a monthly report to Homes for Haringey, within 7 working days from the end of each calendar month. This report shall include site activity for each site visited including the following:
- Total number of PCNs issued and site location
 - Total number of enforcement actions taken and succeeded
 - Total number of debt recovery actions taken and succeeded
 - Reasons for offences
 - Total number of appeals, including both stage 1 appeals and stage 3 appeals to POPLA, upheld or rejected
 - Number and category of complaints
 - Abandoned vehicle activity
 - Reasons should any daily site visits not be undertaken

The format of monthly reporting will be agreed by the parties at the start of the Contract and may be amended during the course of the Contract by mutual agreement of the parties.

The Contractor shall attend and participate in monitoring and other meetings as and when required

Untaxed vehicles

17. Untaxed Vehicles Displaying Permits or not Displaying Permits

The contractor will place a parking charge notice and a warning, (abandoned vehicle), notice on the untaxed vehicles in designated estates and a warning, (abandoned vehicle), notice on untaxed vehicles in all other locations managed by Homes for Haringey, giving owners notice to tax them. If after such time vehicles remain untaxed the Contractor will then remove them as an abandoned vehicle.

Vehicle Disposal Procedures

18. Vehicles shall become liable for disposal where they remain unclaimed past any notice period identified to the vehicle keeper and, where appropriate, upon expiry of the final notice period given in the part 36 offer letter; where immediate health and safety risks are concerned or where the accrued charges are in excess of the value of the vehicle, (as calculated by the Contractor).

19. Vehicles meeting the criteria in paragraph 16 shall be disposed of by the Contractor:

- As the Contractor sees fit, either by sale or by destruction
- Vehicles being destroyed will be taken to an authorised and regulated place of destruction
- The Contractor shall complete all necessary documentation and forward it to the DVLA for all vehicles being sold or destroyed
- The Contractor shall reserve the right to seek recovery of any costs incurred by the registered keeper for vehicles destroyed in accordance with recognised "end of life" regulations

General Responsibilities

20. The Contractor shall:

- a. Provide all the stationery; equipment and materials necessary for the provision of the services.

- b. Provide adequate numbers of suitably qualified and experienced staff to carry out all functions in accordance with the provisions of this Contract.
- c. Ensure that all staff deal with residents, their visitors and all others in a polite, courteous and helpful way, treating them with respect and without prejudice.
- d. Provide all staff with approved uniform, PPE and a photo- identity card and ensure that they wear them at all times.
- e. Provide and maintain in a safe, serviceable and clean condition and replace as necessary all equipment used by the Contractor in the provision of the services on Designated Areas as specified in Schedule 3.
- f. Be responsible for the security of all equipment and materials used by the Contractor in connection with the provision of services on the Estates and Homes for Haringey and the Council shall be under no liability in respect thereof.
- g. Hold for record purposes coloured photographic evidence, timed and dated of all enforcement work carried out under this contract. This is to be made available to Homes for Haringey on demand.
- h. Make available on-line copies of all timed and dated photographs taken, by individual PCN reference number and vehicle registration number enabling drivers / vehicle keepers to check photographic evidence relating to the notice issued.
- i. Deal with any complaints received from any source in a prompt, courteous and efficient manner in accordance with the Contractor's complaints procedure.
- j. Upon receipt of notification from Homes for Haringey, will provide a tow truck to move specific, identified vehicles from given estate locations.