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[REDACTED]  
Environment Division  
Lambeth Council  
Civic Centre  
6 Brixton Hill, London  
SW2 1EG

23 January 2020

Dear [REDACTED]

## **TLRN paid for parking trial (Lambeth) – Agreement Pursuant to Section 101 (5) Local Government Act 1972.**

Further to ongoing discussions, Transport for London (“**TfL**”) would like to formalise by way of this letter (“**the Agreement**”) the arrangements for the London Borough of Lambeth (“**the Council**”) to jointly exercise TfL’s functions in connection with the implementation and enforcement of the Experimental Traffic Order (“**ETO**”) which is to be made to facilitate the TLRN paid for parking trial (“**the Project**”) and which will apply to the locations stated in Schedule 1 (“**the Parking Spaces**”).

### **Commencement and Duration**

This Agreement and the Project shall commence on 17 February 2020 and may be terminated at any time by either party provided that not less than three months’ notice in writing is provided to the other party.

This Project will automatically terminate at the end of the 18 months following the date on which the ETO comes into force or sooner if TfL decides or is directed to terminate the Project earlier. In the case of early termination of the Project, TfL will give the Council three months’ notice in writing and the Project will terminate at the end of the period stated in the notice.

Termination of the Project does not discharge the Council’s obligations arising out of this Agreement. This Agreement shall continue until the discharge of those obligations unless TfL directs otherwise.

### **Delegation of functions**

Pursuant to s 101(5) of the Local Government Act 1972 (“**the 1972 Act**”), TfL agrees to delegate to the Assistant Director of Highways, Capital Programmes & Sustainability,

or such other officer of Lambeth Borough Council who may from time to time discharges that officers functions (“ **the Officer**”), those functions in:

1. Parts IV, VIII and IX of the Road Traffic Regulation Act 1984 (“**the 1984 Act**”);
2. Part 6 of and Schedules 7 and 8 to the Traffic Management Act 2004 (“**the 2004 Act**”);
3. secondary legislation made pursuant to those Acts;

which relate to the collection of parking charges and the administration and enforcement of parking contraventions subject to civil penalty and which are necessary for the Officer to exercise to ensure the effective operation of the Project (“**the Functions**”).

The Officer may also do anything which is necessary, expedient or conducive to facilitate the discharge of any of the Functions.

The Functions are exercisable in respect of the Parking Spaces and are subject to the provisions of this Agreement.

### **General**

The parking charges introduced by the ETO will apply during the current TLRN parking controlled times from Monday to Saturday as set out in the ETO and Schedule 1 (“**the Parking Charges**”). The level of Parking Charges has been set in the ETO at £4.50 per hour, which is the same rate as that which applies on the adjacent highway in respect of which the Council is the relevant authority. If the Council decides to vary the level of charge on the adjacent highway, the Council will give TfL advance notice of the proposed change so that TfL can consider whether to bring the level of Parking Charges in line with that which applies on the adjacent highway.

The Council is responsible for collecting the Parking Charges paid in respect of the Parking Spaces. The Council’s pay by phone provider must be used to administer the collection of the Parking Charges and must deal with all queries from customers arising out of the imposition and payment of the Parking Charges.

The Council is responsible for enforcing parking and no stopping restrictions which apply to the Parking Spaces including managing all aspects of the enforcement process. This includes but is not limited to:

1. patrols and targeted enforcement activity;
2. Penalty Charge Notice (“**PCN**”) issue for the relevant contravention;
3. PCN processing and keeper look-ups where necessary;
4. considering representations made against PCNs;
5. providing call centre and other communication channels as appropriate;

6. operating an appeals service to contest appeals as appropriate;
7. recovery of all unpaid PCN debt no longer than 12 months from date of issue, unless otherwise directed by TfL or written off;
8. attending London Tribunals if required to support appeals.

Contravention of the ETO will constitute a breach of the general prohibition on stopping on the TLRN. The Council must specify PCN contravention code 46 (*stopping where prohibited (on a red route or clearway)*) on PCNs which are issued by the Council in respect of the Parking Spaces. The higher rate PCN level will apply. This description of the contravention is consistent with TfL's existing enforcement of all TLRN parking and stopping offences.

TfL will continue to remain responsible for enforcing restrictions which apply to the TLRN at all locations other than the Parking Spaces.

TfL will also retain control of parking suspensions, dispensations and emergency road closures which affect the Parking Spaces. TfL will give the Council around 3 weeks advance notice of parking suspensions and dispensations. In the case of emergency parking suspensions, dispensations and road closures, TfL will provide the Council with advance notice where this is possible and where it is not, TfL will inform the Council of the emergency measures which have been taken.

The Council will be responsible for addressing any day to day queries raised by stakeholders for the duration of the Project.

Revenue which is received in respect of the Parking Charges ("**Parking Revenue**") and in relation to contraventions which are committed at the Parking Spaces ("**Enforcement Revenue**") must be remitted to TfL in full to TfL's special parking account ("**the SPA**"). TfL will separately provide details of the SPA to the Council. The Council must send the remittance every calendar month from the date of commencement of this Agreement. A statement must be provided with the remittance which sets out the daily figures for the Parking Revenue and Enforcement Revenue which comprise the remittance.

The Council shall invoice TfL for the costs it has incurred in exercising the Functions pursuant to this Agreement ("**the Council's Costs**") at the end of every calendar quarter with the first invoice to be received on the first business day, or shortly thereafter, of the next calendar quarter following the date of commencement of this Agreement. The Council's Costs must have been reasonably incurred and directly relate to the Council's exercise of the Functions under this Agreement. Each such invoice shall:

1. separately state the sum total of the costs which relate to the collection of the Parking Charges and the sum total of the costs which relate to the enforcement of parking contraventions;

2. be addressed to Transport for London, Accounts Payable, 1<sup>st</sup> Floor, 14 Pier Walk, London, SE10 1AJ and emailed to [REDACTED]@tfl.gov.uk or such other address or email address as TfL may notify in writing from time to time; and
3. contain all information required by TfL including the Council's name, address and bank account details to which payment should be made.

TfL will pay the invoices within 30 days of receipt. The invoice will be paid out of the SPA balance.

At the end of each calendar quarter, the Council shall only invoice the Council's Costs incurred to date up to the value of the actual cash remitted to TfL for Parking Charges and PCNs settled to date. If the cumulative value of the Council's Costs at the end of any given calendar quarter exceeds the total accumulated cash for Parking Revenue and Enforcement Revenue remitted to TfL to date, the value of the Council's Costs not invoiced to TfL shall be carried forward to be invoiced in the next and subsequent calendar quarters, save that the cumulative Council's Costs invoiced shall at no point in time exceed the cumulative cash remitted to TfL for Parking Revenue and Enforcement Revenue. On submission of the quarterly invoice, the Council shall also provide a statement setting out any accrued costs which have not yet been invoiced in the case of the costs being in excess of cash remitted.

At the end of each financial year, the Council must provide TfL with a reasonable estimate of the un-invoiced costs incurred to date (accruals) for reporting in that financial year, which shall be received on the first working day following the end of the financial year. TfL's financial year ends on 31 March.

At the end of each financial year, any surplus in the SPA (that is Parking Revenue and Enforcement Revenue that exceeds the Council's Costs and any costs which TfL incurs separately in respect of the locations specified in Schedule 1 including in relation to parking contraventions; "**the SPA Surplus**") will be apportioned equally between TfL and the Council. TfL will pay the Council's 50 per cent share of the SPA Surplus within 30 days of signature of that financial year's financial statements. Any adjustment required in respect of the un-invoiced costs reported at year end will be accounted for before distribution of the surplus for that year. As is required by section 55(4)(f) of the 1984 Act, the Council undertakes to apply its share of the SPA Surplus towards the cost of doing anything in the Council's area which TfL has power in its own area to apply the SPA Surplus for or to incur expenditure which is required to be brought into an account kept under s 55(1) of the 1984 Act.

Following termination of the Project, once the Council have discharged their obligations under this Agreement or are otherwise directed by TfL, the SPA Surplus will be re-evaluated and any further surplus available will be distributed between the two parties.

Both TfL and the Council will operate under an open book policy. Each party will give the other reasonable notice should it wish to inspect the books.

### **The Council's undertakings**

In exercising the Functions the Council undertakes to:

1. Comply with sections 55 and 122 of the 1984 Act, the provisions of the 2004 Act which relate to the enforcement and administration of parking contraventions subject to civil penalty and any secondary legislation that gives effect to the parking provisions in Part 6 of the 2004 Act. As stated previously, this includes complying with the requirement in section 55(4)(f) to apply the Council's share of the SPA Surplus towards the cost of doing anything in the Council's area which TfL has power in its own area to apply the SPA Surplus for or to incur expenditure which is required to be brought into an account kept under s 55(1) of the 1984 Act.
2. Have regard to and comply with statutory guidance which is published by the Secretary of State under section 87 of the 2004 Act, guidelines on uniforms issued under section 76(3) of the 2004 Act, London Council's Code of Practice on Civil Parking Enforcement and any other information, guidance or advice which is issued by the Government, London Councils or any public body in respect of the imposition of parking charges or the exercise of civil enforcement parking functions.
3. Only incur reasonable costs in exercising the Functions and accurately invoice and report these costs to TfL such that TfL may calculate the SPA Surplus and properly discharge its account keeping and reporting obligations.
4. Without prejudice to any statutory notification requirements, notify TfL of its intention to prepare a Traffic Management Order ("TMO") or other measure to regulate or control traffic on a road for which the Council is the traffic authority in connection with the Project, prior to public consultation, including any notifications of parking tariff changes.
5. Provide a periodic report to TfL every calendar month to include but not limited to: the number of parking sessions booked in the scheme area by users of the PayByPhone service (by time of day etc.), and the value of the transactions, revenue generated, PCNs issued, all ongoing appeals including trends of appeals and outcomes, dwell time, comparison with data for all other Council roads and other parking and enforcement data as may be requested by TfL. The statement must also display the Enforcement Revenue outstanding as debt, together with an estimate of the proportion of that debt which is expected to remain unpaid (the provision for doubtful debts). This statement shall be submitted on the first day of the following calendar month.

6. Provide such financial, statistical and other data within 30 days of the end of the financial year to which the data relates so as to enable TfL to comply with the requirement contained in statutory guidance issued under section 87 of the 2004 Act to prepare and publish an annual report regarding civil enforcement parking activities undertaken in respect of the locations set out in Schedule 1.
7. Respond to any enquiries received from stakeholders in relation to the Project and share information (in line with data protection legislation) with TfL so that due consideration can be given to such responses as part of the assessment of the Project's success.
8. Respond to all PCN representations and appeals applying best endeavours and the required skills/dedication.
9. To notify TfL promptly of any controversial cases or any cases likely to adversely affect TfL's reputation or likely to attract adverse publicity.

### **TfL's undertakings**

TfL undertakes to:

1. Notify the Council of its intention to make a TMO which would regulate or control traffic on a road for which TfL is the traffic authority within the scope of the Project. This is without prejudice to any statutory notification.
2. Pay all reasonable costs of making the ETO necessary for the implementation of the Project including administration, legal, consultation and advertising costs and costs associated with any necessary public inquiry.
3. Implement the processes for drafting, consultation and implementing the ETO.

### **Indemnities**

Provided that TfL

1. notifies the Council of any claims or actions brought or made against it as soon as is reasonably practicable and at any rate within 28 days of receipt of any claim, action or letter before action;
2. does not settle any such claims or actions without the written consent of the Council; and
3. uses reasonable endeavours to mitigate any losses, costs and expenses;

the Council shall indemnify TfL against all costs, claims, proceedings, demands, losses, liabilities and expenses which may arise or be brought or made against TfL for compensation or otherwise by any person (including any legal costs awarded to such a person) as a result of any negligent act or omission of the Council in relation to the

discharge of the powers under this Agreement PROVIDED AND TO THE EXTENT THAT such costs, claims, proceedings, demands, losses, liabilities and expenses do not result from any negligent act or omission of TfL in relation thereto.

Provided that the Council

1. notifies TfL of any claims or actions brought or made against it as soon as is reasonably practicable and at any rate within 28 days of receipt of any claim, action or letter before action;
2. does not settle any such claims or actions without the written consent of TfL; and
3. uses reasonable endeavours to mitigate any losses, costs and expenses;

TfL shall indemnify the Council against all costs, claims, proceedings, demands, losses, liabilities and expenses which may arise or be brought or made against the Council for compensation or otherwise by any person (including any legal costs awarded to such a person) as a result of any negligent act or omission of TfL in relation to the discharge of the powers under this Agreement PROVIDED AND TO THE EXTENT THAT such costs, claims, proceedings, demands, losses, liabilities and expenses do not result from any negligent act or omission of the Council in relation thereto.

### **Variation**

The terms of this Agreement may be varied by agreement between TfL and the Council. All variations shall be in writing and signed by both parties.

### **Review**

This Agreement shall be reviewed after the first three months of commencement of the Project and anytime thereafter as agreed between parties.

### **Assignability**

This Agreement and all rights under it may not be assigned or transferred by either TfL or the Council without the prior written consent of the other party.

### **Data Protection**

The Council shall comply with all of its obligations under Data Protection Legislation (as defined below) and, if processing personal data on behalf of TfL, shall only carry out such processing for the purposes of exercising the Functions in accordance with this Agreement.

“Data Protection Legislation” means:

- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
- (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
- (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of personal data, including but not limited to the Data Protection Act 2018;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

### **Dispute Resolution**

TfL and the Council ("**the Parties**") shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Agreement ("**Dispute**") before resorting to litigation.

If the Dispute is not settled through discussion between representatives of the Parties within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.

If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.

If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

Where a dispute is referred to mediation, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings.



For the avoidance of doubt, the Council shall continue to exercise the Functions in accordance with the Agreement and without delay or disruption while the Dispute is being resolved.

Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of this clause which shall not apply in respect of any circumstances where such remedies are sought.

**Notices**

Any notice to be given pursuant to this Agreement shall be served by delivering it to:

- (a) [Redacted] Environment Division, Lambeth Council, Civic Centre, 6 Brixton Hill, London, SW2 1EG.
- (b) Udoka Madueke, TfL Palestra 4<sup>th</sup> Floor (4Y6) 197 Blackfriars Road London SE1 8NJ

Please confirm your agreement by signing and returning it to TfL at the address at the top of this letter.

Any queries please call.

Yours sincerely

[Redacted Signature]

[Redacted Signature]

Glynn Barton

**Director of Network Management, Transport for London**

Signed... [Redacted Signature] .....

Print Name: [Redacted Name] Title. [Redacted Title]

On behalf of the London Borough of Lambeth [Redacted Name]

Date of agreement..... 5 February 2020 .....

Schedule 1

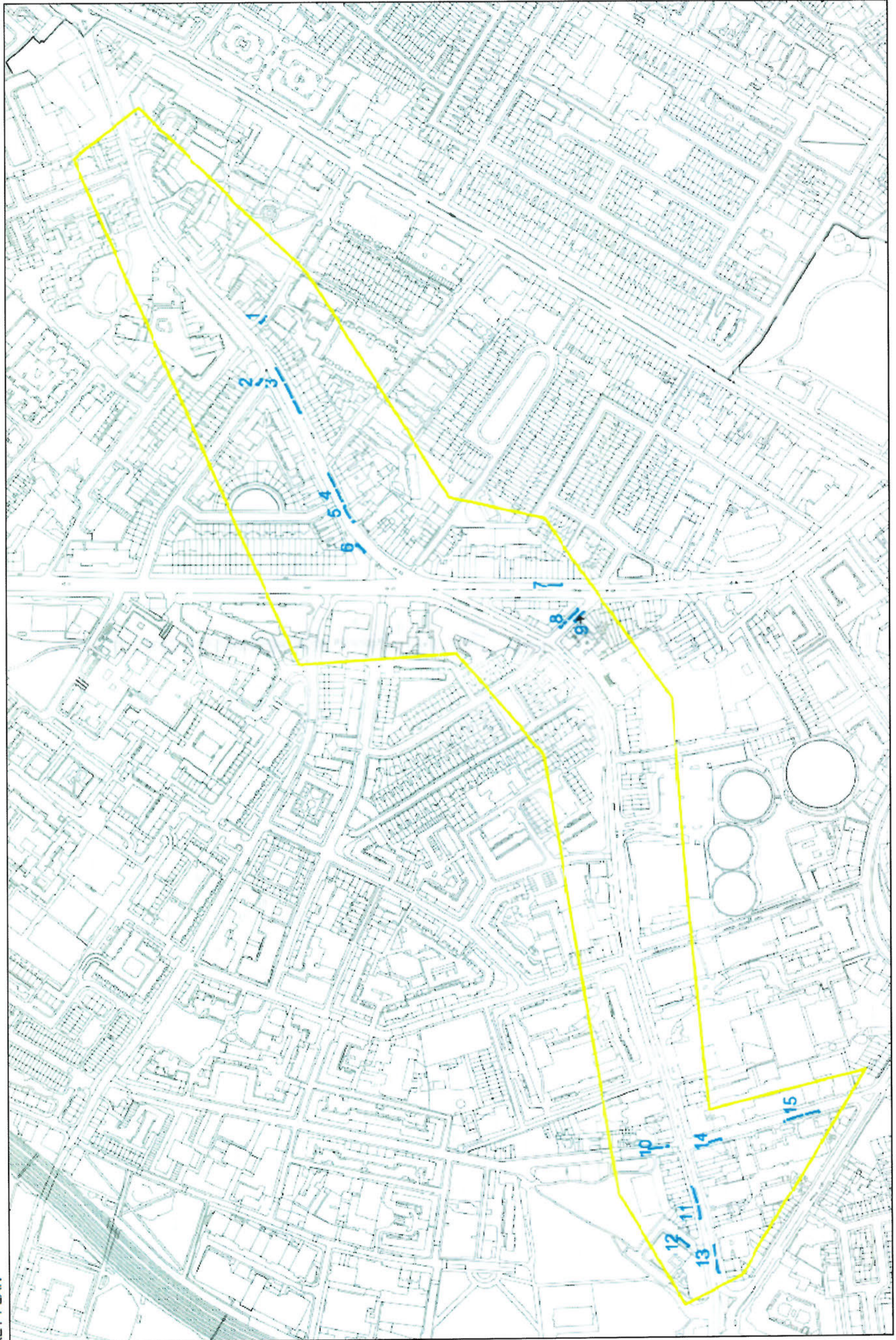
Parking Charges on the TLRN – London Borough of Lambeth / TfL Partnership Trial

Table of Bays (see also Key Plan and Detail Plans in this Schedule)

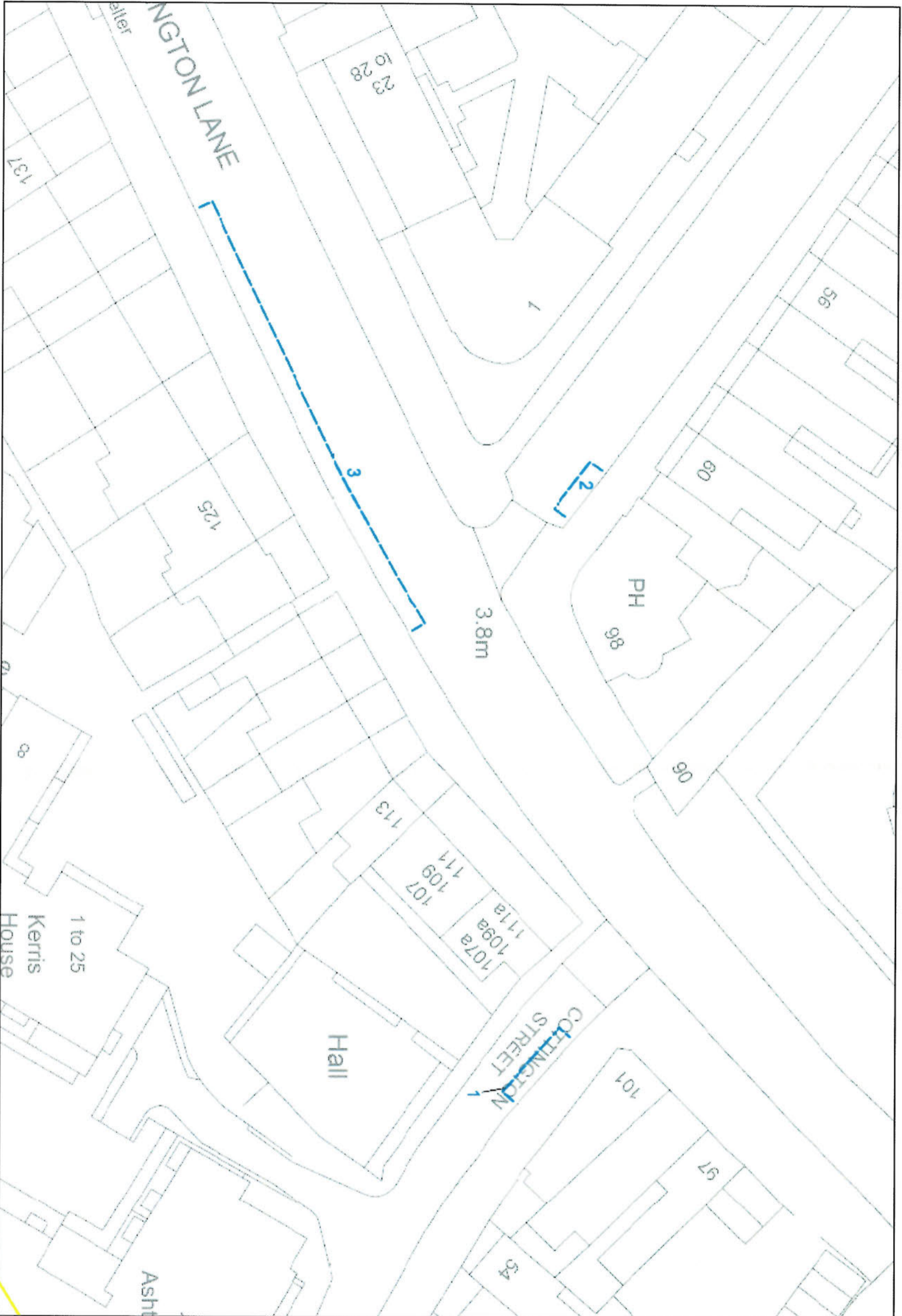
| SIGN_REF | ROAD_NAME         | SIDE_OF_ROAD | CONTROL_TYPE                        | PROHIBITION | DIDAY_TIME_DESCRIP | EXEMPTION_DESCRIPTION                                   | Longitude | Latitude  |
|----------|-------------------|--------------|-------------------------------------|-------------|--------------------|---|-----------|-----------|
| 1        | COTTINGTON STREET | north-east   | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 30 mins No return within 1 hour                         | -0.107395 | 51.489834 |
| 2        | CHESTER WAY       | north-east   | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 30 mins No return within 1 hour                         | -0.108311 | 51.489907 |
| 3        | KENNINGTON LANE   | south-east   | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 30 mins No return within 1 hour                         | -0.108337 | 51.489688 |
| 4        | KENNINGTON LANE   | south-east   | Parking & Disabled Persons Vehicles | No Stopping | Mon-Sat 7am - 7pm  | Except 7am-4pm parking 30 mins No return within 1 hour  | -0.109894 | 51.489258 |
| 5        | KENNINGTON LANE   | south-east   | Parking & Disabled Persons Vehicles | No Stopping | Mon-Sat 7am - 7pm  | Except 7am-4pm parking 30 mins No return within 1 hour  | -0.110173 | 51.489179 |
| 6        | KENNINGTON LANE   | north-west   | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 30 mins No return within 1 hour                         | -0.110648 | 51.489071 |
| 7        | KENNINGTON ROAD   | east         | Parking & Disabled Persons Vehicles | No Stopping | Mon-Sat 7am - 7pm  | Except 10am-4pm parking 30 mins No return within 1 hour | -0.111263 | 51.487413 |
| 8        | WINDMILL ROW      | north-east   | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 30 mins No return within 1 hour                         | -0.111743 | 51.48729  |
| 9        | WINDMILL ROW      | south-west   | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 30 mins No return within 1 hour                         | -0.111709 | 51.487202 |
| 10       | TYERS STREET      | east         | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 30 mins No return within 1 hour                         | -0.119188 | 51.486658 |
| 11       | KENNINGTON LANE   | north        | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 30 mins No return within 1 hour                         | -0.120026 | 51.486332 |
| 12       | GLYN STREET       | north-west   | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 30 mins No return within 1 hour                         | -0.120576 | 51.486432 |
| 13       | KENNINGTON LANE   | south-east   | Parking & Disabled Persons Vehicles | No Stopping | Mon-Sat 7am - 7pm  | Except 10am-4pm parking 30 mins No return within 1 hour | -0.120769 | 51.486195 |
| 14       | DURHAM STREET     | south-west   | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 1 hour No return within 2 hours                         | -0.119113 | 51.486178 |
| 15       | DURHAM STREET     | south-west   | Parking & Disabled Persons Vehicles | Parking     | Mon-Sat 7am - 7pm  | 1 hour No return within 2 hours                         | -0.118798 | 51.485408 |

Parking Charges on the TLRN - London Borough of Lambeth / TfL Partnership Trial - Bays included in this Section 101 Agreement

KEY PLAN

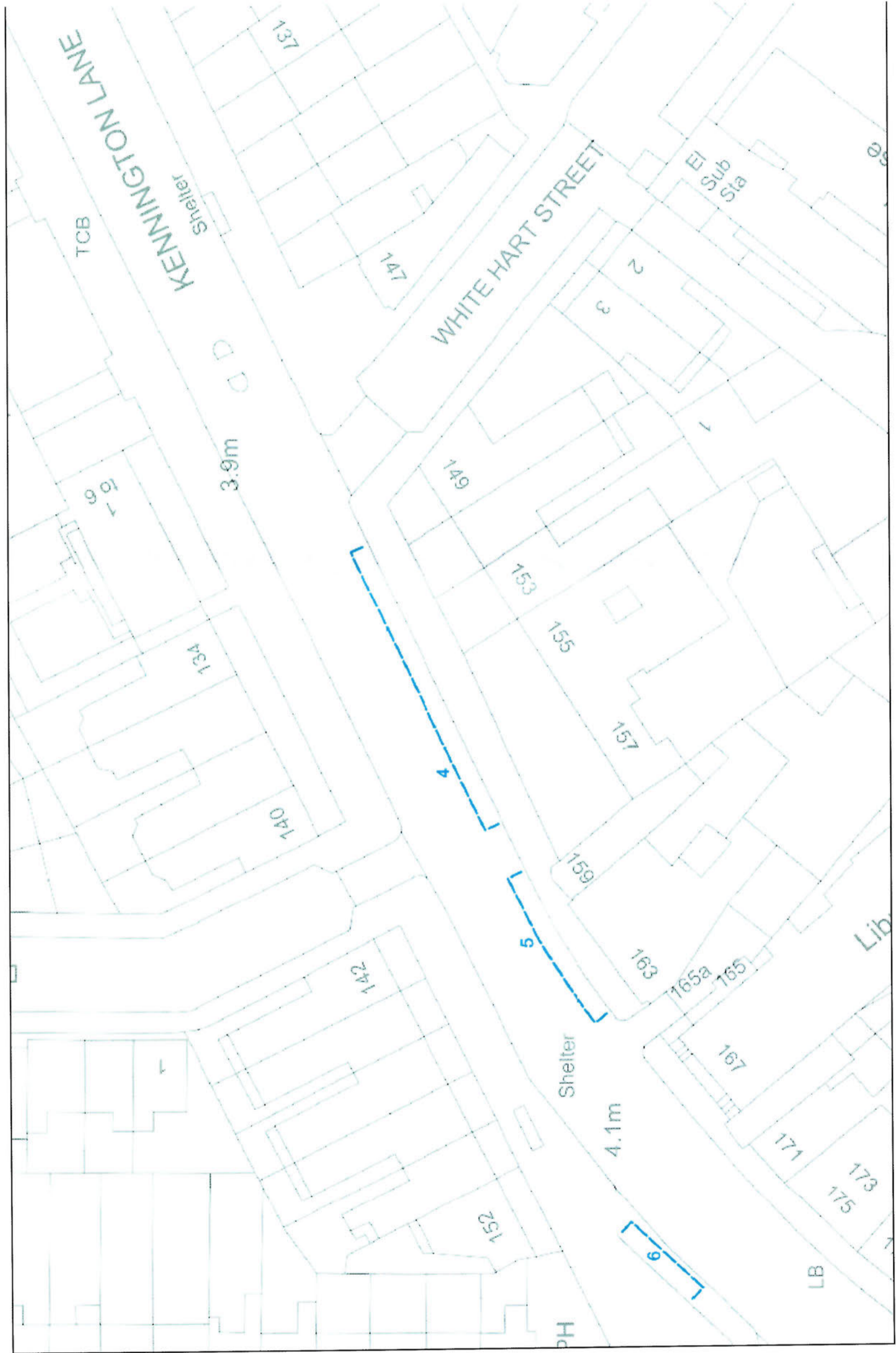


Parking Charges on the TLRN - London Borough of Lambeth / TfL Partnership Trial - Bays included in this Section 101 Agreement  
Detail Plan - Bays 1-3

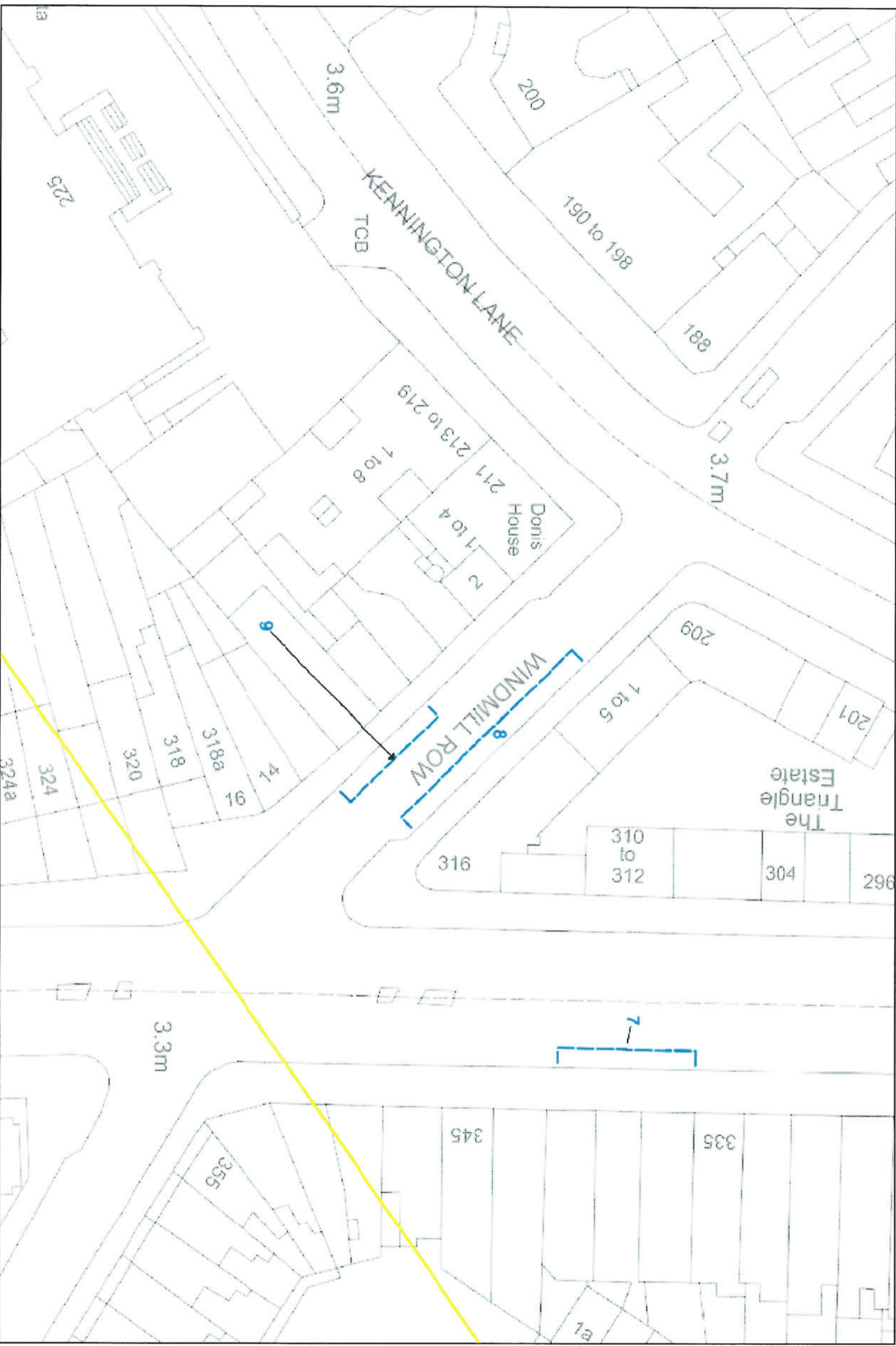


Parking Charges on the TLRN - London Borough of Lambeth / TfL Partnership Trial - Bays included in this Section 101 Agreement

Detail Plan - Bays 4-6



Parking Charges on the TLRN - London Borough of Lambeth / TfL Partnership Trial - Bays included in this Section 101 Agreement  
Detail Plan - Bays 7-9



Parking Charges on the TLRN - London Borough of Lambeth / TfL Partnership Trial - Bays included in this Section 101 Agreement

Detail Plan - Bays 10-14

