

Contract Reference Number: TfL 91322

Date:

**Contract for the Provision of Car Park
Management Services**

between

London Underground Limited

and

National Car Parks Limited

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THIS CONTRACT is made the _____ day of _____ 2014

BETWEEN:

- (1) LONDON UNDERGROUND LIMITED, a company registered in England and Wales (Company Number 01900907) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL ("LUL"); and
- (2) NATIONAL CAR PARKS LIMITED, a company registered in [England and Wales] (Company Number 253240) whose registered office is at Saffron Court, 14b St Cross Street, London EC1N 8XA (the "Service Provider").

WHEREAS:

- (A) LUL owns a number of Car Park properties adjacent and close to LUL stations which it makes available to its customers.
- (B) The Service Provider is in the business of managing car parks and has the requisite skills and experience to manage the Car Parks.
- (C) LUL hereby appoints the Service Provider, and the Service Provider agrees, to provide the Services in respect of the Car Parks on and subject to the terms and conditions of the Contract.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

"Abatements" means the amount due and payable to LUL as set out in and/or calculated in accordance with Section 7 of the Specification for failure to meet the KPIs;

"Alternative Pricing" means that tariffs at the Car Parks are set to take account of strategic considerations of LUL including tariffs for off peak, evenings, weekends, low CO² emissions and special events;

"ANPR Contract" means the contract entered into or to be entered into by LUL relating to the supply, installation and maintenance of automatic number plate recognition systems and related services at the Car Parks;

"Bay Sensor Contract" means the contract entered into or to be entered into by LUL relating to the supply,

installation and maintenance of wireless bay sensor technology and related services at the Car Parks;

"Car Park Revenue"

means the revenue paid or payable by Customers and collected by the Service Provider from Customers in relation to the Services;

"Car Parks"

means the areas (or any part of the same) set aside at LUL or other TfL Group stations for Customers to park motor vehicles and which form the subject matter of the Services, as listed in Appendix A2 of Schedule 3 and set out in the plans contained in Appendix A3 of Schedule 3 and amended from time to time by LUL in accordance with Schedule 0 (including where applicable any entrances, footpaths, or approach roads owned, leased, or otherwise controlled by LUL);

"Cessation Plan"

means a plan agreed between the Parties or determined by LUL pursuant to clause 40 to give effect to a Declaration of Ineffectiveness;

"Charges"

means the charges payable by LUL to the Service Provider specified in or calculated in accordance with the provisions of Schedule 13 and as may be adjusted or varied in accordance with Schedule 13 or otherwise in accordance with this Contract;

"Civil Engineering Works"

means the civil engineering works which may be required to be carried out by the Service Provider as set out in the Specification;

"Confidential Information"

means all information (whether written or oral) that by its nature may reasonably be regarded as confidential to LUL or any other member of the TfL Group (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of LUL or any member of the TfL

	Group;
"Contract"	means this contract between LUL and the Service Provider, including the Schedules and all other documents referred to in this contract;
"Contract Commencement Date"	means the date for commencement of the Contract specified in Schedule 1;
"Contract Manager"	means the person designated by LUL as set out in Schedule 1 or such other person as may be notified in writing by LUL to the Service Provider from time to time;
"Contract Conditions"	QUENSH means the Quality Environmental Safety and Health Contract Conditions in force and set out in Schedule 0 as updated by LUL from time to time;
"Contract Reference Number"	means the reference number for the Contract as set out in Schedule 1;
"Customers"	means persons using the Car Parks;
"Data Protection Legislation"	means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Declaration Ineffectiveness"	of a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006 or Regulation 45J the Utilities Contracts Regulations 2006;
"Disaster"	means any unplanned interruption (whether of information processing facilities or systems or otherwise) which significantly

impairs the ability of the Service Provider to perform the Services (in whole or in part) to the standard of the KPIs and/or in accordance with the other terms of the Contract;

"Disaster Recovery Plan"

means the Service Provider's plan for its emergency response, back up procedures and business continuity in the event of a Disaster, details of which will be agreed as part of the Mobilisation Plan;

"Documentation"

means operating manuals, maintenance manuals, program listings, data models, flowcharts, logic diagrams, input and output forms, instructions, technical literature (including, without limitation, drawings, designs, blue prints, schematics and plans), Equipment and component inventories, manufacturers' specifications and details and any other functional specifications, and all other related materials in either eye-readable or electronic form, and complete or partial copies of the foregoing, relating to the Services;

"Dynamic Pricing"

means that different Parking Spaces at a Car Park may be priced differently according to a number of factors including the level of demand for Parking Spaces still to be sold;

"Employees"

means those employees whose contracts of employment transfer to the Service Provider from the Outgoing Service Provider as at the Services Commencement Date in accordance with the Transfer Regulations, being those employees who are listed in Annex 1 to Schedule 17;

"Equipment"

means the equipment or assets (or any part of the same) as stipulated in the Specification or as may otherwise be agreed by LUL to be installed in the Car Parks by the Service Provider for the performance of the Services, including Ticket Machines and CCTV equipment or any equipment as may be installed by or on behalf of LUL from time to time;

"Exit Strategy"

means the exit strategy provided by the Service Provider and approved by LUL as

set out in Schedule 0 for the orderly handover of the Services from the Service Provider to LUL or a Replacement Service Provider to be implemented in the event of the termination or expiry of the Contract howsoever arising;

- "Force Majeure Event" means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event ("Affected Party") to perform its obligations in accordance with the terms of the Contract, but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
- "Good Industry Practice" in relation to the provision of the Services and any ancillary performance obligations, the provision of such Services or the performance of such obligations using the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management using what the industry would (at the relevant time) regard as the best generally accepted processes, techniques and materials;
- "Holding Company" means any company which from time to time directly or indirectly controls the Service Provider where "control" is as defined by section 840 1159 Companies Act 2006;
- "Indemnified Parties" means LUL, its employees, agents and sub-contractors and any member of the TfL Group;
- "Initial Term" means a period of five (5) years from the Contract Commencement Date;
- "Insolvency Event" any of the following:
- (a) the Service Provider and/or the

Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;

- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of the Service Provider and/or the Holding Company;
- (c) being a company, the Service Provider and/or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) the Service Provider and/or the Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;

any similar event to those in (a) to (e) above occurring in relation to the Service Provider and/or the Holding Company under the law of any applicable jurisdiction for those purposes;

"Intellectual Property Rights"

means any patent, know-how, trade mark or name, service mark, design right (in each case whether registered or unregistered), copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in

	the world;
"Key Personnel"	means the Service Provider's key personnel named in Schedule 1;
"KPIs"	means the standards of performance to which the Services are to be provided by the Service Provider to LUL as set out in Section 7 of the Specification and elsewhere in the Contract as the same may be varied, added to or replaced from time to time by the written agreement of the Parties during the continuance in force of the Contract;
"Losses"	means all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
"Management Information"	means the management information set out in Schedule 15;
"Management Information Dashboard" or "Dashboard"	means a management information system of reports contained within a secure online portal to be established by the Service Provider in accordance with Section 6 of the Specification;
"Mobilisation Period"	means the period specified in Schedule 2;
"Mobilisation Plan"	means the plan provided by the Service Provider and approved by LUL as set out in Schedule 2 for the orderly handover of the Services (including any preparatory works required to be carried out by the Service Provider) from the Outgoing Service Provider to the Service Provider during the Mobilisation Period;
"Outgoing Service Provider"	means the contractor who provided the Services immediately prior to the Services Commencement Date;
"Parking Spaces"	means the parking spaces (the numbers of which may be amended from time to time in accordance with Schedule 0 which are allocated and demarcated in each Car Park

as indicated in Appendix A3 of Schedule 3;

"Park Mark" means the safer parking status awarded to parking facilities pursuant to the Safer Parking Scheme;

"Parties" means LUL and the Service Provider (including their successors and permitted assignees which in the case of LUL will include any statutory successor) and "Party" shall mean either of them as the case may be;

"Period" means an LUL financial period as set out in Appendix A1 of Schedule 3;

"Permit" means:

- (a) a Blue Badge parking permit, provided that it is displayed with a valid Ticket if required; or
- (b) a permit issued to selected LUL employees, entitling such employees to park vehicles in the Car Parks without charge, substantially as described and indicated in the form contained in Schedule 0; or
- (c) a valid Season Ticket; or
- (d) a deemed permit in the case of an emergency police, fire or medical vehicle acting in the course of official duty

as applicable;

"Premises" means the station, office or other premises (or any part of the same) excluding the Car Parks, whether operational or otherwise, owned leased or otherwise controlled by LUL, TfL or any member of the TfL Group or any of its successors in title or assigns;

"Procurement Manager" means the person designated by LUL as set out in Schedule 1 or such other person as notified by LUL to the Service Provider from time to time;

"Replacement Service Provider"	means any third party contractor of Replacement Services appointed by LUL from time to time;
"Replacement Services"	means any services which are identical or substantially similar to any of the Services and which LUL receives in substitution for any of the Services following the termination or expiry of the Contract, whether those services are provided by LUL internally or by any Replacement Service Provider;
"Safer Parking Scheme"	means an initiative of the Association of Chief Police Officers aimed at reducing crime and the fear of crime in parking facilities, as administered by the British Parking Association;
"Season Ticket"	means a Ticket available for a combination of days between 2 and 365 ;
"Service Level"	means the minimum standards of performance to which the Services (other than those to which the KPIs relate) are to be performed at all times;
"Service Personnel"	Provider's means all such employees (including but not limited to the Employees), officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
"Services"	means: <ul style="list-style-type: none">(a) the provision of motor vehicle parking facilities to Customers at the Car Parks in exchange for a fee; and(b) the management, maintenance of the Car Parks including but not limited to design, maintenance, works, cleaning; and(c) all or any part of the services to be provided to, or activities to be undertaken and completed for, LUL by the Service Provider under the Contract as detailed in the Specification including any variations to such

services and/or activities pursuant to the provisions of this Contract; and

- (d) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;

"Services Commencement Date" means the date for commencement of the Services as specified in Schedule 1;

"Services Manager" means the Service Provider's Services manager as set out in Schedule 1 or such other person as agreed in accordance with Clause 21.5;

"Specification" means the services specification and other requirements of LUL set out in Schedule 3;

"Statutory Undertaker" means any governmental or local authority or statutory undertaker:

- (a) which has any jurisdiction with regard to the works to be performed by the Service Provider ("the Works") including without limitation any jurisdiction to control development of a site or any part of a site; or
- (b) with whose requirements LUL is required to comply; or
- (c) with whose systems and/or utilities the Works will be associated.

"Structures" means any structures of whatsoever nature attached to the Car Parks (including without limitation payment terminals, CCTV cameras and columns, ANPR cameras columns and other supporting infrastructure, wireless bay sensors and associated transmission systems, equipment cabinets, height barriers, fencing, gates, signage, lighting, drainage, temporary and permanent buildings, culverts, bridges and walls), including any replacement or new structures from time to time;

"Term" means the period during which the Contract continues in force as set out in Clause 2 and

Schedule 1;

"Termination Date"	means the date the Contract terminates or expires or the date that any of the Services are terminated;
"TfL"	means Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
"TfL Group"	means TfL and all of its subsidiaries (as defined in section 1159 of the Companies Act 2006 from time to time, together with Cross London Rail Links Limited (company number 04212657) and reference to any "member of the TfL Group" shall refer to TfL or any such subsidiary;
"Ticket"	means any ticket issued (whether by a Ticket Machine, online or by other means) denoting that the holder is entitled to park in the Car Park;
"Ticket Machine"	means the machines at the Car Parks, which issue Tickets to Customers;
"Ticket Price"	means the price at which Tickets are sold to Customers by the Service Provider;
"Transfer Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time;
"Transparency Commitment"	means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received;
"Underground Network"	means the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of underground services known as "London Underground";
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;
"VRM"	means a vehicle registration mark;

"Working Day" means any day including Saturdays, Sundays or public or bank holidays in England;

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a 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 or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where the conflicting part of the Schedule is explicitly expressed to take precedence
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.10 any obligation to procure actions, performance, omissions or restrictions by another person will be a primary obligation to procure such actions, performance, omissions or restrictions;
- 1.11 any benefits or rights of, or obligations owed to, LUL under the Contract will be for the benefit of, or owed to, each member of the TfL Group mutatis mutandis who will be entitled to enforce the same against the Service Provider; and
- 1.12 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

2. **Commencement and Duration**

2.1 The Contract commences on the Contract Commencement Date and shall continue in full force and effect for the Initial Term, unless and until terminated earlier in accordance with Clause 38.1.

2.2 LUL has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of two (2) years by notice in writing to the Service Provider, provided that such notice is served at least two (2) months prior to the expiry of the Initial Term or the expiry of any previous extension, if later.

3. **Mobilisation**

3.1 The Service Provider shall at its cost and expense implement the Mobilisation Plan no later than the Contract Commencement Date and shall complete the tasks and obligations set out therein during the Mobilisation Period and in accordance with the terms of the Mobilisation Plan.

3.2 The Service Provider shall implement the Mobilisation Plan in full co-operation with LUL and the Outgoing Service Provider to ensure the orderly and seamless handover of the Services from the Outgoing Service Provider to the Service Provider.

3.3 The Service Provider shall apply the same level of skill, care and diligence in the performance of its tasks and obligations under the Mobilisation Plan as it is required to apply in the provision of the Services.

4. **Basis of Appointment**

4.1 LUL hereby appoints the Service Provider, and the Service Provider agrees, to provide the Services in respect of each of the Car Parks in accordance with the terms of the Contract.

4.2 In entering into the Contract, LUL has relied upon the Service Provider's representation that it is an independent company, business or partnership carrying on a business on its own account and that it has the skills, experience and qualifications to enable it to perform the Services to the standards specified and required by LUL.

4.3 LUL reserves the right during the continuance of the Contract to undertake or to appoint any other service provider or contractor to undertake any services which are not the specific responsibility of the Service Provider under the Contract.

4.4 The Service Provider shall maximise income from the Services, within the safety, space and operational constraints imposed by LUL from time to time and in the light of relevant instructions and approvals received from LUL in accordance with the Contract.

4.5 Security and Guarantees:

4.5.1 As a condition precedent to the Contract, the Service Provider shall (to the extent that it has not already done so) provide at its expense:

4.5.1.1 [a parent company guarantee (from such Holding Company as LUL may require unless otherwise agreed with LUL) and, if requested by LUL, a legal opinion as to its enforceability; and/or]

4.5.1.2 [a performance bond, together with a legal opinion as to its enforceability;]

[each] in the form as set out in Schedule 21.

4.5.2 The Service Provider shall not be entitled to provide the Services under the Contract unless and until the parent company guarantee and/or performance bond (as the case may be) (and legal opinion if applicable) have been provided in a form satisfactory to LUL.

4.5.3 The Service Provider shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee and/or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.

4.5.4 Where the Service Provider has provided LUL with a performance bond and thereafter any Additional Services are added pursuant to Clause 22 or any variation is made to the Services or the Contract in accordance with the terms of this Contract, LUL may in its discretion require the Service Provider to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Contract to LUL.

5. **The Services**

5.1 The Service Provider shall provide the Services to LUL from the Services Commencement Date in accordance with the terms and conditions of the Contract.

5.2 Without prejudice to the provisions of Clause 5.1 and for the avoidance of doubt, as part of the Services the Service Provider will (in conjunction with and in consultation with LUL) be obliged to manage and be responsible for the management of the Contractor under the ANPR Contract and the Contractor under the Bay Sensor Contract including managing the performance of those Contractors in accordance with the key performance indicators and service levels set out in those Contracts.

5.3 The Service Provider:

5.3.1 shall provide or procure that the Services are provided in accordance with the terms of the Contract;

- 5.3.2 acknowledges that it has sufficient information about LUL, the Specification and the KPIs and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
 - 5.3.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification, KPIs or otherwise to the Contract;
 - 5.3.4 shall meet the minimum Customer service obligations set out in the Specification; and
 - 5.3.5 shall comply with all lawful and/or reasonable directions of LUL relating to its performance of the Services.
- 5.4 Notwithstanding anything to the contrary in the Contract, the Service Provider acknowledges that LUL's discretion in complying with any statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract.
- 5.5 The Service Provider shall provide the Services:
- 5.5.1 with all such due skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 5.5.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
 - 5.5.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health, well-being and property and in an economic and efficient manner.
- 5.6 To the extent that the Service Provider undertakes or is responsible for any design or specification in performance of the Services, or any variation to the Services, or additional variation to the Contract, the Service Provider warrants to LUL that it has exercised and will exercise all reasonable skill, care and diligence to be expected of a suitably qualified and competent professional designer of the appropriate discipline experienced in undertaking works, design and specification of a similar nature, size, scope and complexity and at a similar site or at a similar location to those undertaken or assumed by the Service Provider. For the avoidance of doubt this warranty shall apply to any variation to undertake capital works pursuant to Clause 14 of the Contract.
- 5.7 The Service Provider will provide the Services such that the condition of the Structures and Equipment and the Car Parks at any time during the period of

the Contract will meet the requirements set out in the Specification and the Contract.

- 5.8 The Service Provider will provide all labour, including supervision thereof, and all resources, materials, plant and the Equipment required for the proper performance of the Services, whether the same is specified in the Specification or reasonably to be inferred from the Contract.
- 5.9 During the Term, the Service Provider will:
- 5.9.1 operate a formal quality management system that is ISO9001 compliant or is equivalent thereto and this system must be registered with an approved certification authority ;
 - 5.9.2 comply with all requirements, guidelines and codes of conduct issued by the British Parking Association from time to time; and
 - 5.9.3 be and remain accredited with ISO14001 or a similar environmental standard approved by LUL.
- 5.10 Safer Parking Scheme:
- 5.10.1 Without prejudice to any other obligations under the Contract, the Service Provider shall at its cost and with the prior written authorisation of LUL, conduct such repairs, maintenance and/or upgrades to each Car Park as are required in order for each Car Park to satisfy and maintain the requirements of the Safer Parking Scheme.
 - 5.10.2 The Service Provider shall ensure that the Park Mark is retained in respect of each Car Park for the Term.
 - 5.10.3 For the avoidance of doubt, nothing in this Clause 5.10 will entitle the Service Provider to bind or commit LUL to any obligations or liabilities in respect of the Safer Parking Scheme and the Service Provider will be responsible for compliance with all obligations necessary to maintain the Park Mark as required by this Clause 5.10 and for all liabilities in respect thereof.
- 5.11 The Service Provider will where required and/or necessary co-operate with and co-ordinate its performance of the Services with the performance of any services performed and/or provided by any third party to or for LUL (or any member of the TfL Group) or otherwise in respect of the Car Parks, Premises or Underground Network. The Service Provider will supply such information and provide such access to the Car Parks as may reasonably be required by such third parties to enable them to provide such services, subject only to first seeking LUL's written notification of what may and may not be supplied to such third party. The Service Provider will not interfere or delay any such third party in the performance of any such services.

6. Charges and Payment

- 6.1 In consideration of the Service Provider performing the Services in accordance with this Contract, LUL will pay to the Service Provider the Charges set out in Schedule 13 in accordance with the procedures for payment contained in Schedule 14.
- 6.2 The merchant acquirer provisions of Schedule 0 shall apply. LUL reserves the right to require the Service Provider to use such merchant acquirer arrangements as LUL reasonably specifies.
- 6.3 Unless otherwise expressly provided, no amounts shall be payable to the Service Provider by LUL in respect of the Services or otherwise in connection with the Contract. All the costs, expenses and disbursements incurred by the Service Provider in performance of the Services shall be for the Service Provider's account whether or not such expenditure:
- 6.3.1 is specifically mentioned or described in the Contract;
 - 6.3.2 is necessary to provide the Services;
 - 6.3.3 arises due to a Force Majeure Event; or
 - 6.3.4 may contingently become necessary to overcome difficulties in providing the Services.
- 6.4 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.
- 6.5 No payment paid or received by LUL or act or omission or approval by LUL, the Procurement Manager or Contract Manager (whether related to payment or otherwise) shall indicate or be taken to indicate LUL's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which LUL may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under the Contract or prevent LUL from recovering any amount underpaid by the Service Provider by mistake of law or fact.
- 6.6 If the Services are not supplied in accordance with the KPIs the Service Provider will pay LUL the appropriate Abatements calculated in accordance with Section 7 of Schedule 3, which may at LUL's discretion be credited against the Charges in accordance with Schedule 14. This right shall be without prejudice to any other rights and remedies of LUL under the Contract.
- 6.7 Interest shall accrue at the interest rate of two per cent (2%) above the base rate of HSBC Bank plc from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgment). All such interest shall be calculated on the basis of the actual number of days elapsed; over a three hundred and sixty five (365) day year and compounded at monthly intervals. The Parties agree that this

provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s9(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

7. Ticket Prices

7.1 The Service Provider shall ensure that Tickets are available for sale from Ticket Machines at the Car Parks and by other means as set out in the Specification at all times during the Term (together with the payment options set out in the Specification) and shall attend to the maintenance, cleaning, cash collection and all other obligations set out in the Contract.

7.2 LUL shall set the Ticket Prices which shall be charged to Customers for the Tickets at the Car Parks. The Service Provider acknowledges that LUL may introduce Alternative Pricing and/or Dynamic Pricing during the Term.

7.3 Changes to the Ticket Price:

7.3.1 LUL may from time to time increase the Ticket Prices in its discretion. LUL shall notify the Service Provider in advance of any change to the Ticket Price and the date upon which the change to the Ticket Price shall take effect.

7.3.2 The Service Provider shall notify Customers of any changes to the Ticket Prices and shall ensure that any necessary and consequent adjustments to the Ticket Machines and signage in the Car Parks are made to reflect any adjustment to the Ticket Prices in accordance with this Clause 7.3.

7.3.3 The cost (including signage, web development and kiosk payment terminal software change) of implementing Ticket Price change shall be borne by the Service Provider once in each 12 month period and the cost of implementing any additional Ticket Price change shall be borne by LUL. This provision shall not apply in respect of dynamic pricing.

8. Warranties and Obligations

8.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes that:

8.1.1 the Service Provider:

8.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and

8.1.1.2 is aware of the purposes for which the Services are required and acknowledges that LUL is reliant upon the

Service Provider's expertise and knowledge in the provision of the Services; and

- 8.1.1.3 is entering into the Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under the Contract;
- 8.1.1.4 shall at all times employ or engage sufficient numbers of trained, skilled and competent Service Provider's Personnel to ensure that it can meet the requirements of LUL and that it has sufficient resources to cover absences, including holidays or illness;
- 8.1.2 the Service Provider's Personnel have full capacity to perform the Services and all necessary authorisations, licences and permits to work in the United Kingdom and perform the Services;
- 8.1.3 all information contained in the Service Provider's tender for the Services is and remains true, accurate and not misleading, save as may have been specifically disclosed to and acknowledged in writing by LUL prior to the execution of the Contract;
- 8.1.4 it is of sound financial standing and the Service Provider is not aware of any circumstances prior to the Contract Commencement Date which may adversely affect such financial standing in the future;
- 8.1.5 the Services will be carried out in a safe manner and free from any unreasonable or avoidable risk to the health and well-being of persons using, operating or subsequently maintaining the Equipment or using the Car Parks, or of any other person, and in a safe, economic and efficient manner and free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard;
- 8.1.6 the Service Provider will maintain all Equipment and Structures (including any replacements thereof) and materials used for the performance of the Services in good working order for the Term and in accordance with the Specification and will ensure that all materials and/or goods supplied under the Contract and any Equipment or Structures (or any part thereof) used, designed or replaced by the Service Provider or otherwise used for the performance of the Services will in all respects be of satisfactory quality and fit for the purpose for which such is intended (awareness of which purposes the Service Provider acknowledges) and will be capable of operation as part of any system referred to in the Specification and be so fit at least for the Term and will have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, materials and goods;

- 8.1.7 it shall ensure that the benefit of any and all warranties which it receives in respect of any and all Equipment and Structures are passed on to the TfL Group such that the TfL Group can enforce those warranties directly against the provider of such warranties;
- 8.1.8 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive element (including any virus, worm and/or Trojan horse) into systems, data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, LUL;
- 8.1.9 it has obtained or has made arrangements to ensure that it will obtain all necessary registrations, consents, licences, approvals and permissions to enable it to carry out the Services and will throughout the Term obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services;
- 8.1.10 the Contract is executed by a duly authorised representative of the Service Provider; and
- 8.1.11 all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider or supplied to LUL under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

Subject to the Specification and any changes to it, the Service Provider warrants that to the extent the Service Provider either is obliged to specify or approve products or materials for use in relation to the Services or any variation to the Services or any capital works instructed pursuant to Clause 14 or does so specify or approve, the Service Provider does not specify, approve or use any products or materials which are generally known within the construction industry to be deleterious at the time of use in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with: relevant British or European Standards or Codes of Practice

- 8.2 If in the performance of its duties under the Contract, the Service Provider becomes aware that it or any other person has specified or used, or authorised or approved the specification or use by others of, any such products or materials, the Service Provider will notify LUL in writing immediately. This Clause does not create any additional duty for the Service Provider to inspect or check the work of others which is not required by the Contract.
- 8.3 Each warranty and obligation in this Clause 8 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

8.4 The Service Provider shall remedy any breach of the warranties or obligations in this Clause 8 in accordance with Clause 38.1.1. Any failure to remedy a breach of a warranty shall be deemed to be a material breach not capable of remedy and shall entitle LUL to terminate the Contract in accordance with Clause 38.1.1.

9. **Service Provider's Personnel**

9.1 The provisions of this Clause 9 are in addition to the provisions relating to the Service Provider's Personnel set out in the Specification.

Key Personnel

9.2 The Key Personnel shall be those people who are identified by the Parties as being key to the success of the implementation and/or operation of the Services. The Key Personnel shall have the authority to act on behalf of the Service Provider on the matters for which they are expressed to be responsible.

9.3 The Service Provider shall not remove or replace any of the Key Personnel unless:

9.3.1 requested to do so by LUL; or

9.3.2 the person is on long-term sick leave; or

9.3.3 the person is guilty of gross misconduct; or

9.3.4 the element of the Services in respect of which the individual was engaged has been completed to LUL's satisfaction; or

9.3.5 the person resigns from their employment with the Service Provider (and they are not re-employed by the Service Provider within six (6) months of the effective date of termination of employment); or

9.3.6 the Service Provider obtains the prior written consent of LUL (such consent not to be unreasonably withheld).

9.4 The Service Provider shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than twenty (20) Working Days. Any replacement shall be qualified and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced. A temporary replacement shall be identified with immediate effect from the time of the role becoming vacant.

General

9.5 The Service Provider shall ensure that the Service Provider's Personnel:

9.5.1 possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available

- at such times as are necessary to perform the Services in accordance with the Contract;
- 9.5.2 perform the Services with all due skill, care and diligence and in accordance with good industry practices and at all times in an honest and professional manner;
 - 9.5.3 comply at all times with all relevant statutes, laws, regulations and codes of practice from time to time in force in relation to the Services and applicable to LUL's business and operation;
 - 9.5.4 are properly briefed about the Services and advised of all details necessary to enable them to perform the Services in accordance with the Contract, including any specific health and safety requirements;
 - 9.5.5 observe all reasonable directions and instructions given by LUL and the Contract Manager in relation to the Services; and
 - 9.5.6 are fully conversant in the English language and possess all of the necessary administrative authorisations, including entry visas, residence permits and work permits for the United Kingdom.
- 9.6 The Service Provider shall, at its expense, provide or procure the provision of training for the Service Provider's Personnel in respect of all aspects of its performance of the Contract and in accordance with the Specification, including training in relation to Contract QUENSH Conditions or such other training as notified by LUL to the Service Provider from time to time. The Service Provider shall maintain an up-to-date training matrix for each job function associated with the Services, detailing the level of training, the current status of training and proposed future training for each individual. This shall be made available to LUL on LUL's written request.
- 9.7 The Service Provider shall maintain up-to-date personnel records on the Service Provider's Personnel engaged in the provision of the Services and, on request, provide such information regarding the Service Provider's Personnel to LUL and such other information to enable LUL to maintain adequate visibility of the continuity, quality and performance of the Services, and (if required) to ensure a smooth transition and transfer to a Replacement Service Provider. The Service Provider shall ensure at all times that it has the right to provide such records and information under Data Protection Legislation.
- 9.8 If LUL, acting reasonably, considers any of the Service Provider's Personnel unsatisfactory in any respect then it may, by written notice to the Service Provider, request the Service Provider to take remedial action in relation to such of the Service Provider's Personnel. If within twenty (20) Working Days of such notice LUL reasonably considers that the matter is still unresolved then LUL will have the right, by written notice to the Service Provider, to require the removal of such of the Service Provider's Personnel with immediate effect, and in respect of any Key Personnel the terms of Clause

9.3 shall apply in respect of replacement of that member of Key Personnel. The exercise of this right will not relieve the Service Provider of its obligations under the Contract.

- 9.9 Nothing in the Contract will render the Service Provider's Personnel, an employee, agent or partner of LUL or of any member of the TfL Group by virtue of the provision of the Services by the Service Provider under the Contract and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 9.10 LUL and the Service Provider have agreed the terms and conditions which shall apply in relation any Employees as set out in Schedule 0 and both Parties shall comply with the provisions of that Schedule 0.
- 9.11 The Service Provider shall indemnify, keep indemnified and hold harmless LUL and each member of the TfL Group from and against all liabilities, costs, expenses, injuries, direct or indirect or consequential loss, damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which LUL or any member of the TfL Group incurs or suffers whenever arising and brought by or on behalf of the Service Provider's Personnel or any person who may allege to be the same.

10. **Sub-Contracting and Change of Ownership**

- 10.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of LUL identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as LUL sees fit.
- 10.2 Subject to Clause 10.1, where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 10.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 10.2.2 ensure that such person complies with a service level agreement that is comparable to and contains minimum performance standards that are in line with and no less than the KPIs;
 - 10.2.3 objectively monitor the performance of such persons and place them on a tiered system based on performance;
 - 10.2.4 ensure that it has the ability to, and does, audit such persons from time to time (or as requested by LUL) and notifies LUL of the results of such audits;
 - 10.2.5 be responsible for payments to that person and LUL shall have no liability in respect thereof;

- 10.2.6 remain solely responsible and liable to LUL (and each member of the TfL Group) for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider; and
 - 10.2.7 ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any sub-contractor.
- 10.3 If a sub-contractor fails to comply with the Specification and/or any of the terms of the Contract, the Service Provider shall not source the Services from such sub-contractor for the purpose of the Contract, if so directed by LUL.
- 10.4 The Service Provider shall give notice to LUL within 10 Working Days where :
- 10.4.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
 - 10.4.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, and
 - 10.4.3 (in the case of an unincorporated Service Provider) give notice to LUL if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to LUL, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 10.4.1–10.4.3 above, LUL shall have the right to terminate the Contract.

11. The Premises and Car Parks

- 11.1 The Service Provider and the Service Provider's Personnel will not be permitted access to the Premises without the prior consent of LUL. Such access, if granted, will be subject to the rights of the owners, occupiers and managers of the Premises. LUL may refuse or withdraw access to the Service Provider or the Service Provider's Personnel in respect of the Premises at any time without any liability to the Service Provider in respect thereof.
- 11.2 Subject to the provisions of the Contract, LUL hereby grants a royalty-free, revocable, non-transferable, non-exclusive licence to the Service Provider to access the Car Parks to the extent reasonably necessary for the proper performance of the Services in accordance with the Contract which shall include the right to enter the Car Parks and to install and replace the Equipment, Structures and such apparatus at the Car Parks as may be necessary for the proper performance of the Services.

- 11.3 The Service Provider shall, and shall procure that the Service Provider's Personnel shall:
- 11.3.1 comply with any proper and reasonable regulations made by LUL relating to access to and use of the Premises and the Car Parks;
 - 11.3.2 at all times comply with all applicable security and health and safety precautions and policies of LUL from time to time in respect of the Premises and the Car Parks;
 - 11.3.3 not create any nuisance annoyance damage or disturbance in relation to its use of and access to the Premises or the Car Parks;
 - 11.3.4 not bring any hazardous materials onto the Premises or the Car Parks;
 - 11.3.5 not cause any damage to the Premises or the Car Parks; and
 - 11.3.6 not construct any buildings on the Premises or the Car Parks or make any alterations to the Premises or the Car parks, save as expressly authorised by LUL in writing in accordance with the Contract.
- 11.4 LUL and its authorised representatives shall have the right to access and enter the Car Parks at any time including for the purposes of inspecting the performance of the Services, accessing the Premises or Underground Network and/or conducting any works from time to time.
- 11.5 Notwithstanding the provisions of Clauses 11.1 and 11.2, the legal possession and control of the Premises and the Car Parks shall at all times remain vested in and retained by LUL. The Service Provider and the Service Provider's Personnel shall not be entitled to use the Premises or the Car Parks to the exclusion of LUL or others authorised by them. The Service Provider shall not impede LUL or its employees, contractors and agents in the exercise by LUL of its rights of possession and control of the Premises and the Car Parks.
- 11.6 The Service Provider acknowledges and agrees that nothing in the Contract will give the Service Provider exclusive possession of any part of the Premises or the Car Parks, nor is intended to create the relationship of landlord and tenant or otherwise grant any rights of occupation to the Service Provider or the Service Provider's Personnel in respect of the Premises or the Car Parks.
- 11.7 The Service Provider acknowledges and agrees that LUL may add or remove any Car Park from the scope of the Contract and/or add or remove Parking Spaces from a Car Park in accordance with Schedule 0.
- 11.8 Notwithstanding the other provisions of the Contract, in the event that the Service Provider fails to comply with the Contract and in particular with the provisions of Clause 16, LUL shall have the right upon notice to refuse the

Service Provider and the Service Provider's Personnel access to one or more of the Car Parks with immediate effect without liability.

12. Structures and Equipment

- 12.1 The Structures and Equipment are and shall remain the property of LUL and the Service Provider shall not gain any right or interest therein. The risk in the Structures and Equipment shall pass to the Service Provider on the Contract Commencement Date or installation date in accordance with Clause 12.3, whichever is the later.
- 12.2 With effect from the Services Commencement Date and for the duration of the Contract, or as set out in this Clause 12, LUL hereby grants to the Service Provider the right to use the Structures and Equipment solely for the purposes of conducting the Services.
- 12.3 The Service Provider shall (i) permit LUL to remove and replace any Structures or Equipment (and shall co-operate fully with LUL and its contractors in that regard) or, (ii) upon instruction by LUL or as set out in the Specification, the Service Provider shall remove any Structures or Equipment and replace them with replacement Structures or Equipment in the areas approved by LUL and within the time frames set down in the Specification or otherwise notified by LUL to the Service Provider. Where the Service Provider has undertaken such removal and/or replacement, the Service Provider shall provide LUL with written notification of the date of such installation and shall execute, or procure the execution of, all documents as necessary to transfer ownership in the replacement Structures and Equipment to LUL on and from the date of installation (provided that such installation is in accordance with the Specification or LUL's requirements). The cost of such removal and replacement will be borne by LUL except that the cost of removal and replacement of Pay and Display Machines, signage, new kiosks and height barriers will be borne by the Service Provider.
- 12.4 Prior to the installation of any replacement Structures or Equipment, the Service Provider shall use the existing Structures and Equipment for the performance of the Services. Upon removal of any Structures and Equipment, the Service Provider shall dispose of such Structures and Equipment in accordance with LUL's instructions and to LUL's satisfaction.
- 12.5 The Service Provider shall not and will ensure that no person (other than LUL or a member of the TfL Group) shall have a lien, charge or encumbrance on or over any Structures or Equipment, which are vested in LUL under this Clause 12 and the Service Provider will take all steps as may be necessary to ensure that the title of LUL and the exclusion of any such lien, charge or encumbrance are brought to the notice of any person dealing with any the Structures or Equipment. LUL will not be liable to the Service Provider in respect of any loss or damage to the Structures or Equipment, which vest in LUL under this Clause 12.

13. Repair, Maintenance and Cleaning

13.1 The Service Provider shall, maintain and service the Car Parks so that they are fully functioning, safe and tidy in accordance with the requirements of the Specification and the terms of the Contract. Without prejudice to the generality of this obligation, the Service Provider shall supply in writing and in advance to LUL and implement programmes of cleaning, painting and safety inspections in accordance with the Specification.

13.2 Without limitation of its obligations contained elsewhere in the Contract, the Service Provider shall keep the Structures and Equipment safe and ensure that the Structures and Equipment are maintained in good condition and working order and serviced regularly by a qualified technician, during the period of the Contract. The Service Provider shall further ensure that upon the Termination Date, the Structures and Equipment shall be fully functioning, in good working order and condition in substantially the same condition as they were at the Services Commencement Date (or the date of installation if later), reasonable wear and tear excluded.

13.3 LUL shall have the right to step-in and deal with any unsafe Car Parks, Structures or Equipment (as determined by LUL) which the Service Provider is obliged to keep safe under the Contract but which the Service Provider has not made safe within such reasonable period of time as LUL may determine in its discretion. LUL's costs in rendering the Car Parks, Structures or Equipment safe as a result of this Clause 13, shall be promptly reimbursed by the Service Provider and, in any event, within thirty (30) days of LUL's invoice therefore.

13.4 If any damage or loss is caused by the Service Provider or the Service Provider's Personnel to the:

13.4.1 Car Parks, Structures or Equipment or any property in the Car Parks, the Service Provider shall at its cost repair any such damage or replace any such loss as soon as is reasonably practicable to the reasonable satisfaction of LUL; or

13.4.2 Premises or Underground Network or any property in the Premises or Underground Network, LUL will be entitled to:

13.4.2.1 repair, or appoint a third party to repair, such damage or replace such loss; or

13.4.2.2 notify the Service Provider that the Service Provider will be required to repair any such damage or replace any such loss as soon as is reasonably practicable to the reasonable satisfaction of LUL, provided that LUL has permitted access to the relevant property in order to carry out such repairs or replacement.

LUL's costs arising under Clause 13.4.2, shall at LUL's discretion be set off against Charges otherwise due or shall be promptly

reimbursed by the Service Provider and, in any event, within thirty (30) days of LUL's invoice therefore.

13.5 The Service Provider shall implement procedures such that it is able to demonstrate to LUL that it is complying with its obligations under this Clause 13.

14. **Capital Works**

14.1 LUL may, in its discretion, from time to time require the Service Provider to carry out capital works at the Car Parks ("Variation"). LUL will issue a Variation Procedure Form to the Service Provider in accordance with Schedule 19 and the Parties shall comply with the provisions of Schedule 19 in respect thereof.

14.2 Prior to the commencement of any capital works Variation, the Parties shall agree the terms of such capital works Variation, including the rights and obligations of each of the Parties in respect of such capital works, which shall be based on a form of contract to be proposed by LUL and which shall include, as a minimum, the following requirements on the Service Provider:

14.2.1 to carry out and complete all capital works diligently and in a good and workmanlike manner;

14.2.2 to provide all capital works at all times in accordance with the Construction (Design and Management) Regulations 2007 and any associated approved code of practice ("CDM Regulations");

14.2.3 the Service Provider shall act as CDM Coordinator and principal contractor for the purposes of the CDM Regulations;

14.2.4 the requirements of Clause 5.6;

14.2.5 all capital works will be provided in accordance with the best modern principles and practices in the activity concerned and in accordance with the standards referred to in the Contract;

14.2.6 the Service Provider shall take full responsibility for the adequacy, stability and safety of all capital works, site operations and methods of construction;

14.2.7 the Service Provider shall perform all the functions and duties of the "principal contractor" under the Site Waste Management Plans Regulations 2008 and any amendment, consolidation, revision and/or replacement thereto;

14.2.8 the Service Provider shall be deemed to be fully acquainted with the physical conditions (including the sub-surface conditions) and other conditions of or affecting the site of the capital works before the capital works have been commenced and to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect the execution of the

capital works. No failure on the part of the Service Provider to discover or foresee any such condition, risk, contingency or circumstance shall entitle the Service Provider to any additional payment (whether by way of a reduction to the Charges or otherwise) to any extension of time for completion of the capital works;

14.2.9 all capital works will be provided using materials and goods which are of sound and satisfactory design and quality and in accordance with the standards referred to in the Contract, which for the avoidance of doubt will include the requirements of Clause 8.2;

14.2.10 all capital works will be carried out in a safe manner and free from any unreasonable or avoidable risk to the health and well-being of persons using, operating or subsequently maintaining the Equipment, the Structures or using the Car Parks, or of any other person, and in a safe, economic and efficient manner and free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard; and

14.2.11 the provisions of Schedule 16 shall apply.

15. **Contract QUENSH Conditions**

15.1 The Service Provider shall not, in the performance of the Services, in any manner endanger the safety of or interfere with the operation of the Underground Network or endanger the public and shall minimise any disruption to both the Underground Network and the public.

15.2 The Service Provider shall, and shall procure that the Service Provider Personnel shall, comply with the Contract QUENSH Conditions as indicated and respond to the menu provided by the Contract Manager. Where there is a requirement indicated in the Contract QUENSH Conditions to comply with one or more conditions, it is the responsibility of the Service Provider to satisfy itself of the requirements of the indicated conditions as contained in Contract QUENSH Conditions.

15.3 In providing the Services, the Service Provider shall comply with the mandatory requirements in force on the Underground Network 'from time to time, comprising mandatory category 1 standards, applicable LUL rules, procedures, codes, standards and safety agreements in relation to, without limitation, health and safety, environment, security, operational, engineering and ambience standards and other customer service delivery standards (including, without limitation, the Contract QUENSH Conditions and the standards set out in Section 2.8.2 of the Specification) ("LUL Standards").

16. **Compliance with Policies and Law**

16.1 The Service Provider, at no additional cost to LUL:

16.1.1 undertakes to, and to procure that all the Service Provider's Personnel, comply with all of LUL's policies and standards that are

relevant to the performance of the Services and access to the Car Parks, Underground Network and Premises, (including TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by LUL for personnel working at LUL Premises or accessing LUL's computer systems. LUL shall provide the Service Provider with copies of such policies and standards on request;

- 16.1.2 shall provide the Services in compliance with and the Service Provider's Personnel shall comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or LUL's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify LUL if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 16.1.2;
- 16.1.3 without limiting the generality of Clause 16.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 16.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "Relevant Protected Characteristic") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 16.1.5 acknowledges that TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:
 - 16.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 16.1.5.2 eliminate unlawful discrimination; and
 - 16.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with LUL where possible to enable TfL to satisfy its duty;

- 16.1.6 without prejudice to any other provision of this Clause 16.1 or the Schedules, shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 16.1.6, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 16.1.7 shall promptly notify the Service Provider's Personnel and LUL of any health and safety hazards that exist or may arise in connection with the performance of the Services; and
- 16.1.8 without limiting the generality of Clause 16.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 16.1 shall be borne by the Service Provider.

- 16.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

- 16.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 16.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 16.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 16.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

- 16.3 For the purposes of Clauses 16.4 to 16.14 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Approved Training”	Driver	the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training, details of which can be found at:
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www.fors-online.org.uk

“Bronze Accreditation”	the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Car-derived Vans”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Class VI Mirror”	a mirror that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC;
“Close Proximity Sensor”	a device consisting of a sensor system that detects objects in a vehicle’s blind spot and alerts the driver via in-cab visual and/or audio stimuli and which alerts other road users to the planned movement of the vehicle when the vehicle’s indicators are engaged;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Driver”	any employee of the Service Provider (including an agency driver), who operates Freight Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Freight Vehicle”	a Lorry, a Van or a Car-derived Van;
“Fresnel Lens”	a clear thin plastic lens that is press fitted to a lorry window on the passenger side and that

allows the driver to see that which is in the vehicle's blind spot;

“Gold Accreditation” the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Lorry” a vehicle with an MAM exceeding 3,500 kilograms;

“MAM” the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

“Side Guards” guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;

“Silver Accreditation” the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Van” a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

16.4 Where the Service Provider operates Freight Vehicles, it shall within 90 days of the Contract Commencement Date:

16.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the “Alternative Scheme”); and

16.4.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme;

provided always that where the Authority is not TfL or a member of the TfL Group this Clause 16.4 and Clauses 16.5 and 16.6 shall only apply where the Service Provider uses Freight Vehicles to provide the Services.

16.5 The Service Provider shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the

Alternative Scheme. Alternatively, where the Service Provider has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

- 16.6 The Service Provider shall ensure that those of its sub-contractors who operate Freight Vehicles shall comply with Clauses 16.4 and 16.5 as if they applied directly to the sub-contractor.

Safety Equipment on Vehicles

- 16.7 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:

16.7.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the vehicle will not perform the function for which it was built if Side Guards are fitted;

16.7.2 have a close proximity warning system fitted comprising:

16.7.2.1 a front-mounted, rear-facing CCTV camera with in-cab live feed from the said camera or a Fresnel Lens where the Fresnel Lens provides a reliable alternative to the CCTV camera and where the Service Provider has obtained the Authority's approval to use the Fresnel Lens, which approval the Authority may withhold in its unfettered discretion; and

16.7.2.2 a Close Proximity Sensor.

16.7.2.3 have a Class VI Mirror; and

16.7.2.4 bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

- 16.8 The Service Provider shall ensure that every Van, which it uses to provide the Services, shall bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

Driver Licence Checks

- 16.9 The Service Provider shall ensure that each of its Drivers has a driving licence check with the DVLA before that Driver commences delivery of the Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale, or the Service Provider's risk scale, provided that the Service Provider's risk scale has been approved in writing by the Authority within the last 12 months:

16.9.1 0 – 3 points on the driving licence – annual checks;

16.9.2 4 – 8 points on the driving licence – six monthly checks;

16.9.3 9 – 11 points on the driving licence – quarterly checks; or

16.9.4 12 or more points on the driving licence – monthly checks,

provided always that where the Authority is not TfL or a member of the TfL Group this Clause 16.9 and Clause 16.10 shall only apply where the Drivers are engaged in the provision of Services.

Driver Training

16.10 The Service Provider shall ensure that each of its Drivers who has not undertaken:

16.10.1 Approved Driver Training (or training, which in the reasonable opinion of the Authority, is an acceptable substitute) in the last three years, undertakes Approved Driver Training or the said substitute training within 60 days of the commencement of this Contract; and

16.10.2 a FORS e-learning safety module in the last 12 months, undertakes a FORS e-learning safety module (or e-learning, which in the reasonable opinion of the Authority, is an acceptable substitute).

Collision Reporting

16.11 Within 15 days of the Commencement Date, the Service Provider shall provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report on a quarterly basis and within five working days of a written request from the Authority.

FORS Reports

16.12 Within 30 days of its achieving Bronze Accreditation or equivalent within the Alternative Scheme, the Service Provider shall make a written report to the Authority at fors@tfl.gov.uk detailing its compliance with Clauses 16.7, 16.8, 16.9 and 16.10 of this Contract (the "Safety, Licensing and Training Report"). The Service Provider shall provide updates of the Safety, Licensing and Training Report to the Authority at fors@tfl.gov.uk on each three month anniversary of its submission of the initial Safety, Licensing and Training Report.

Obligations of the Service Provider Regarding Subcontractors

16.13 The Service Provider shall ensure that each of its subcontractors that operates the following vehicles shall comply with the corresponding provisions of this Contract as if those subcontractors were a party to this Contract:

16.13.1 For Lorries – Clauses 16.7, 16.9, 16.10 and 16.11; and

16.13.2 For Vans – Clauses 16.8, 16.9, 16.10 and 16.11.

Failure to Comply with Freight-related Obligations

- 16.14 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 16.4, 16.5, 16.6, 16.7, 16.9, 16.10, 16.11, 16.12 and 16.13:
- 16.14.1 the Service Provider has committed a material breach of this Contract; and
- 16.14.2 the Authority may refuse the Service Provider, its employees, agents and Freight Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).
- 16.15 Prior to the first anniversary of the Services Commencement Date the Service Provider shall develop and (subject to LUL's agreement, such agreement not to be unreasonably withheld or delayed) implement operational controls to avoid, remedy and mitigate adverse effects on the environment resulting from the Services, including an ongoing programme of environmental improvements wherever possible, to the extent relevant to the Services. The programme shall be reviewed at the Contract Review Meetings referred to in Clause 21 and the Service Provider's environmental performance shall be progressively monitored and enhanced throughout the Term.
- 16.16 The Service Provider shall permit LUL to undertake audits to ensure compliance with the requirements referred to in this Clause 16, and shall implement all corrective actions reasonably required by LUL as soon as reasonably practicable after receiving notice thereof.
- 16.17 The Service Provider acknowledges LUL's statutory duty to provide a safe and efficient public passenger transport service and will at all times during the (Contract have regard to LUL's statutory duties and the Service Provider will not in the performance of the Contract in any manner endanger the safety of or interfere with the convenience of the Underground Network or the public and will minimise any disruption to the same.

17. **Conflict of Interest**

- 17.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the TfL Group, save to the extent fully disclosed to and approved by LUL.
- 17.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the duration of the Contract and in any event not less than once in every six months and shall notify LUL in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the TfL Group and shall work with LUL to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to LUL's satisfaction, provided that, where LUL is not so satisfied, LUL may

terminate the Contract in accordance with Clause 38.1.4. Without prejudice to the foregoing the Service Provider will report on conflicts in each Quarterly report to be provided in accordance with Schedule 15.

18. Corrupt Gifts and Payment of Commission

18.1 The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of LUL or any member of the TfL Group nor favour any employee, officer or agent of LUL or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of LUL or any member of the TfL Group other than as a representative of LUL, without LUL's prior written approval.

18.2 LUL will have the right to audit any and all such records necessary to confirm compliance with Clause 18.1 at any time during performance of this Contract and during the three-year period following expiry or termination of this Contract. Breach of Clause 18.1 will entitle LUL to terminate this Contract and any other contracts between the Service Provider and LUL forthwith.

19. Quality and Best Value

The Service Provider acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL is required to make arrangements to secure continuous improvement in the way it exercises its functions, (having regard to a combination of economy, efficiency and effectiveness), and as such, the Service Provider shall, where reasonably requested by LUL, participate in any relevant best value review.

20. Records, Audit and Inspection

20.1 The Service Provider shall, and shall procure that the Service Provider's Personnel and its sub-contractors shall:

20.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract (including Ticket Machine readings where such records are material to the calculation of the Charges) and a complete and orderly documentary record of all transactions entered into by the Service Provider for the purposes of the Contract including copies of any Documentation generated by or in the possession of the Service Provider, all sub-contracts and all such other information reasonably required by the Contract Manager or specified in the Contract ("Records"); and

20.1.2 retain all Records during the Term and for a period of not less than six (6) years (or such longer period as may be required by law) following the Termination Date ("Retention Period").

- 20.2 LUL and any person nominated by LUL has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what LUL considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services and the Service Provider shall give all reasonable assistance to LUL or its nominee in conducting such inspection, including making available documents and staff for interview.
- 20.3 The Service Provider's financial accounts and records in relation to the Contract shall be audited for each year of the Contract by its auditors to the extent necessary to verify that the Service Provider is meeting its financial obligations under the Contract. The Service Provider shall procure that its auditors deliver to LUL a certificate in respect of each such verification within 3 months of the end of each year of the Contract. The costs and expenses incurred by the Service Provider pursuant to this Clause 20.3 shall be borne by the Service Provider. LUL's auditors shall be entitled to review the certificate prepared by the Service Provider's auditors (and all relevant working papers in relation thereto) and to agree the amounts shown in such certificate. If the certificate shows that any transactions have been made which should not have been made, or have not been made when they should have been made, then the relevant amount shall be deducted from or added to, as the case may be[, the next payment due after receipt by the Service Provider of such auditor's certificate].
- 20.4 The Service Provider shall provide to LUL its audited Annual Report and Accounts in each year of the Contract and within four months of the Service Provider's accounting year end or as soon as they are publicly available, whichever is the earlier.
- 20.5 The Service Provider shall maintain all reasonable information on transactions relevant to the Contract. LUL or its authorised representative shall have the right (upon giving reasonable notice) to have access to the relevant books and records of the Service Provider within normal working hours for the purpose of verifying that any amounts received from Customers has been properly accounted for to LUL and that any amounts added to or deducted from payments to LUL have been calculated in accordance with the Contract.
- 20.6 To enable LUL to effectively monitor the performance of the Contract, the Service Provider shall provide at no cost to LUL and at times required by LUL accurate, comprehensive and up-to-date reports and records as required in terms of the Contract including those specified in the Specification. If further information is required by LUL, the Parties shall agree on a case by case basis the extent of the information to be supplied and on what basis it is to be supplied.
- 20.7 LUL or an authorised representative may at any time and without prior warning undertake any inspection of the Equipment, Structures and Car Parks and any audit or check of any aspect of the Service Provider's performance of the Contract. LUL may in its absolute discretion but will not

- be obliged to inform the Service Provider of the objective of the audit prior to its commencement.
- 20.8 The Service Provider will promptly provide all reasonable co-operation in relation to any inspection, audit or check including:
- 20.8.1 granting access to any premises, equipment, plant, machinery or systems used in the Service Provider's performance of the Contract, or where such premises, equipment, plant, machinery or systems are not the Service Provider's own using reasonable endeavours to procure such access;
 - 20.8.2 ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to data during the audit;
 - 20.8.3 making any Records available for inspection and providing a reasonable number of copies of any Records required by the auditor and/or granting copying facilities to the auditor for the purposes of making such copies.
- 20.9 LUL may submit the results of any inspections, audits or checks undertaken to the Service Provider, along with evidence of any faults or performance issues that need to be addressed. The Service Provider will have 48 hours to rectify or complete any faults or performance issues. Failure to do so will result in the results being taken into account for payment of the relevant period. The Service Provider will reimburse LUL its reasonable costs of any inspections, audits or checks where such inspections, audits or checks reveal any faults or performance issues.
- 21. Contractual Management**
- 21.1 LUL authorises the Contract Manager to act as LUL's representative for the Contract and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, save that the Service Provider shall deal with the Procurement Manager in respect of any matter concerning the terms of the Contract and any financial matter unless notified otherwise.
 - 21.2 The Service Provider authorises the Services Manager to act as the Service Provider's representative for all purposes of the Contract.
 - 21.3 The Service Provider will comply with the requirements as to contract management set out in Schedule 15. The Service Provider's obligations under Schedule 15 are in addition to and will not limit its obligations under the other provisions of the Contract.
 - 21.4 The Services Manager shall be responsible for:
 - 21.4.1 ensuring that the Key Personnel are actively involved in the Services;

- 21.4.2 diligently supervising the performance of the Services;
 - 21.4.3 being available to LUL to resolve any issues arising in connection with the Contract or the Services;
 - 21.4.4 attending all ad hoc contract meetings with LUL (the location, frequency and time of which shall be specified by the Procurement Manager or the Contract Manager from time to time). Notes of these meetings shall be reviewed and decisions ratified at the following Contract Review Meeting; and
 - 21.4.5 providing and/or allowing access to all information and documentation to which LUL and/or its agents, contractors or professional advisors are entitled to pursuant to the Contract (subject to the provisions in respect of confidentiality set out in Clause 33).
- 21.5 LUL will promptly inform the Service Provider of any change in the Procurement Manager or the Contract Manager during the Term. The Service Provider may only make a change to the Services Manager (except in the event of sickness, incapacity or resignation) with the prior consent of LUL (which shall not be unreasonably withheld) and provided that there will be a representative nominated by the Service Provider at all times during the Contract.
- 21.6 No act of or omission by or approval from either LUL, the Procurement Manager or the Contract Manager in performing any of their respective duties under or in connection with the Contract or the Services shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under the Contract.
- 21.7 The Service Provider shall at all times ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Service Provider.
- 21.8 The Service Provider shall throughout the Term provide to LUL (and upon LUL's request):
- 21.8.1 the Management Information in accordance with the provisions of Schedule 15; and
 - 21.8.2 the reports listed in Schedule 15 in accordance with the provision of Schedule 15 and such other reports (in a format and within the timescales set by LUL) in respect of the Services as requested by LUL from time to time.
22. **Additional Services**
- 22.1 The Service Provider shall not be entitled to carry out any services other than the Services at the Car Parks without LUL's prior written consent. If the Service Provider wishes to carry out any services other than the Services at the Car Parks, the Service Provider may notify LUL in writing of the proposed

additional services, including a full specification and a breakdown of all costs and charges, together with such other information as may be requested by LUL.

- 22.2 LUL may, in its discretion, approve the proposed additional services the terms of which will be the subject of separate agreement between the parties, such approval to be in writing.

23. Variations to the Contract

The Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as LUL may require and which may be substantially in the form set out in Schedule 10 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

24. Failure to Perform

- 24.1 If the Service Provider, for whatever reason, fails to perform the Services in whole or in part strictly in accordance with the terms of the Contract, or there is any delay in performing the Services, or an unacceptable level of deficient Services (any of the foregoing being a "Performance Failure"), then without prejudice to any other rights or remedies of LUL under the Contract (including for the avoidance of doubt the right of termination under Clause 38.1) the Parties will seek to resolve the same in good faith, and in particular:

24.1.1 LUL will notify the Service Provider's Manager of such Performance Failure and the period in which the Service Provider is required to remedy it (the "Rectification Period"). For the avoidance of doubt, LUL will, in considering an appropriate period for remedy, take into account the consequences of such Performance Failure and the implications of continued failure, but the decision as to such period will be in LUL's absolute discretion;

24.1.2 if the Service Provider fails or is unable to remedy such Performance Failure within the relevant Rectification Period, LUL may:

24.1.2.1 by its own employees or another contractor, remedy such Performance Failure and/or provide such part of the Services which the Service Provider fails to perform or performs deficiently; and/or

24.1.2.2 terminate the Contract by thirty (30) days written notice to the Service Provider.

- 24.2 If LUL chooses to remedy the Performance Failure and/or provide the Services by its own employees or another contractor under Clause 24.1.2.1, then without prejudice to LUL's other rights and remedies howsoever arising, LUL will be entitled to recover the costs of remedying the Performance Failure and the difference in cost of the provision of the Services for the relevant period from the Service Provider.

24.3 Without prejudice to the foregoing, the Service Provider shall give notice to and consult with LUL immediately in the event:

24.3.1 of an emergency or any circumstance that could endanger persons or property;

24.3.2 that the Service Provider becomes aware of problems arising in relation to the performance of the Services or that could result in a failure to perform.

24.4 For the avoidance of doubt, in the event of a failure to meet the KPIs, the provisions of Clause 25 and Schedule 3 shall apply.

25. **KPIs**

25.1 The Service Provider shall provide the Services in accordance with the KPIs and shall ensure that it maintains the requisite technical, operational and specialist abilities and capacity to provide the Services in accordance with the Contract and LUL's instructions from time to time.

25.2 If at any time the Service Provider fails to achieve any or all of the KPIs and/or perform to at least the requirements of any other relevant terms of the Contract, then without prejudice to LUL's other rights and remedies under the Contract or otherwise (including the payment of Abatements pursuant to Clause 6.6 and the right to terminate pursuant to Clause 38.1), the Service Provider will, without cost to LUL and immediately upon becoming aware of such failure:

25.2.1 notify LUL in writing and, if required by LUL, discuss with LUL (at LUL's convenience) the reason for the failure to achieve the KPIs and its proposed method of remedy;

25.2.2 remedy such failure (provided the failure in question is remediable) to the reasonable satisfaction of LUL; and

25.2.3 use reasonable endeavours to ensure that such a failure to achieve the KPIs or failure to carry out its obligations under or in connection with the Contract is not repeated during the continuance in force of the Contract.

26. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by LUL arising out of or attributable to this Contract or any other contract between LUL and the Service Provider may be deducted by LUL from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the TfL Group or LUL may recover such amount as a debt.

27. Indemnity

- 27.1 Subject to Clause 27.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless LUL and each member of the Tfl Group (including their respective employees, sub-contractors and agents) (the "Indemnified Party") against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel), including in each case any non-performance or delay in performance of the Contract, or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of the Service Provider's Personnel, agents or sub-contractors).
- 27.2 The Service Provider is not responsible for and shall not indemnify LUL for any Losses to the extent that such Losses are caused solely by any breach or negligent performance by LUL of any of its obligations under the Contract.

28. Insurance

- 28.1 The Service Provider will at its own cost and to the approval of LUL effect and maintain:
- 28.1.1 insurance for an amount equal to the full replacement cost of the Equipment arising from damage caused by act, omission or default by the Service Provider or the Service Provider Personnel;
 - 28.1.2 insurance for the sum of not less than [REDACTED] per incident to cover the liability of the Service Provider or as the case may be of the Sub-Contractor under this Contract other than as provided for under Clause 28.1.4 of this Contract;
 - 28.1.3 employer's liability and motor insurance cover as required by law and will cause any Sub-Contractor to effect and maintain such insurance;
 - 28.1.4 construction all risks insurance against all risks of loss of or damage to (i) any works to the Car Parks, Structures or Equipment (but excluding works carried out under the ANPR Contract and/or the Bay Sensor Contract) (ii) any plant, materials, equipment used or intended for use in connection with the works and (iii) any temporary buildings and property owned by or supplied by LUL. Such policy shall cover the full reinstatement value of the Works including the replacement cost of any such plant and materials plus the cost of debris removal, professional fees and expediting costs;
 - 28.1.5 product liability insurance for the sum of not less than [REDACTED] per incident and not

less than [REDACTED] in the aggregate per annum; and

28.1.6 insurance for the Services undertaken by the Service Provider under this Contract to a level sufficient to cover the Service Provider's liabilities arising under or in connection with this Contract including professional indemnity insurance with a limit of indemnity of not less than [REDACTED] sterling) (or such higher levels as may be required for a specific element of the Services) for any one occurrence or series of occurrences arising out of any one event, in relation to the Services provided always that:

28.1.6.1 such insurance is in place from the Contract Commencement Date until no less than the later of 6 years after the completion of all of the Services or, where there is one or more claims in place at the expiry of such 6 years period then for such time until the claim is settled or damages have been awarded (whether by a Court or an Adjudicator or otherwise);

28.1.6.2 the insurance premiums in respect of the insurance are at all times the responsibility of the Service Provider; and

28.1.6.3 if such insurance ceases to be available to the Service Provider (and to other contractors engaged in services of a similar size, nature and complexity as the Service Provider) at commercially reasonable rates and terms (such non-availability to be confirmed by an independent insurance agent operating in the UK market), excluding any increase in premiums attributable to the actions, omissions, claims record, error or defaults of the Service Provider, the Service Provider shall immediately notify LUL and the Service Provider and LUL shall then meet and the Service Provider shall outline the steps the Service Provider intends to take to manage such risks. If the steps proposed by the Service Provider are not reasonably acceptable to LUL, the parties shall agree an alternative method of managing such risk.

28.2 The policy or policies of insurance effected will not be subject to the condition of average and the sum insured will not be apportioned as between the several risks comprised in the policy or policies but will apply in full to each and every risk.

28.3 Prior to the Contract Commencement Date and whenever so required by LUL, the Service Provider will produce to LUL evidence of the insurance policies required under this Contract and payment of all premiums due on each policy. A letter addressed to LUL signed by an insurer or insurance

broker of the Service Provider which is directly regulated by the UK Financial Conduct Authority confirming that the Service Provider has in place insurance coverage as required under this Contract and setting out the principal terms and exclusions under such cover, all due premiums under such insurance have been paid and that such insurance is in full force and effect will be deemed sufficient evidence with LUL's prior approval.

- 28.4 The Service Provider will procure that its Sub-Contractors maintain insurance cover sufficient and appropriate to the Services sub-contracted to them. The Service Provider will also be responsible for ensuring that all Sub-Contractors employed by it for the purposes of this Contract are fully insured against all claims in respect of personal injury or death in respect of their employees.
- 28.5 The stipulations contained in this Clause will not be deemed to and will not in any way limit or affect the general liability or responsibility of the Service Provider under the provisions of this Contract.
- 28.6 If the Service Provider fails to effect and keep in force the insurances referred to in Clause 28.1 or any other insurance which it may be required to effect under the terms of this Contract then and in any such case LUL may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by LUL as aforesaid from any monies due or which may become due to the Service Provider or recover the same as a debt due from the Service Provider.
- 28.7 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in the insurance policies set out in Clause 28.1 being or becoming void, voidable or unenforceable.
- 28.8 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify LUL and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to LUL.
- 28.9 The policy of insurance referred to at Clause 28.1.4 shall:
 - 28.9.1 be in the joint names of LUL and the Service Provider;
 - 28.9.2 include a waiver by the insurers of their subrogation rights against directors and other employees of every insured except where there is fraud;
 - 28.9.3 provide that the insurers have no right of recourse against any person named as an insured or recognised as such under the insurances; and
- 28.10 contain a non-vitiating clause in a form satisfactory to LUL providing that any act or omission committed by the Service Provider shall not prejudice the right of LUL to indemnity under any such policy.

29. LUL's Data

29.1 Each party acknowledges the other party's ownership of Intellectual Property Rights which may subsist in the other party's data. Neither the Service Provider nor LUL shall delete or remove any copyright notices contained within or relating to the other party's data. The parties acknowledge and agree that Service Provider data will include revenue and financial data, and operational and performance data, in each case concerning the operation and management of the Car Parks and that the Service Provider will provide access to and copies of that data to LUL and its nominees and auditors in accordance with Clause 20.

29.2 The Service Provider acknowledges that all Customer data arising from or in connection with the Services and the Contract (including data relating to Ticket sales) and all Intellectual Property rights therein shall belong to LUL and will be made available to LUL promptly upon request in such format as LUL shall specify. Customer data will include:

29.2.1 mobile phone and vehicle registration records relating to the registration of parking under the cashless payment platform;

29.2.2 Customer names and addresses where provided as part of such registration;

29.2.3 any other details provided by Customers as part of payments, enquiries or contracts in relation to the LUL car parks.

Where Customers have previously registered for the same cashless platform at a location which is not an LUL Car Park or provided personal data to the Service Provider or its agents in relation to other services at non LUL Car Parks, the Customer data only belongs to LUL in relation to the transaction, registration or other contact in relation to an LUL Car Park. Such Customer data is not to be utilised by the Service Provider (or any Service Provider Personnel) for any purpose other than (i) for the performance of the services in direct relation to LUL Car Parks, (ii) to provide service e-mail or other service communications required by the Customer and/or (iii) for business purposes consented to by the Customer (provided that LUL has also given its prior written consent for such business use). The Service Provider will ensure that it obtains all necessary consents to enable disclosure of all Customer data to enable LUL to use that Customer data for the purposes of its business including directly marketing to those Customers. The Service Provider agrees to take all such reasonable steps and do all such things, including executing all documents, as may be necessary to vest all Intellectual Property Rights in Customer data in LUL (or its nominee) on their creation.

29.3 Save as required by law or regulation, the Service Provider shall not, without the consent of LUL, be entitled to delete any data belonging to LUL or any member of the TfL Group to which the Service Provider has access in performance of its obligations under the Contract.

- 29.4 Upon receipt or creation by the Service Provider of LUL's data and during any collection, processing, storage and transmission by the Service Provider of LUL's data the Service Provider shall take all necessary precautions to preserve the integrity of such data and to prevent any corruption or loss thereof including such precautions as are specified by LUL from time to time.
- 29.5 In the event that any of LUL's data is corrupted or lost or so degraded as to be unusable due to any negligence or default of the Service Provider or the Service Provider's Personnel or otherwise as a result of any default by the Service Provider or the Service Provider's Personnel then in addition to any other remedies that may be available to LUL under the Contract or otherwise:
- 29.5.1 the Service Provider shall promptly, at the Service Provider's expense, restore or procure the restoration of LUL's data to LUL's reasonable satisfaction, as notified in writing, such that the Service Provider has made good the corruption, loss or degradation of the data; and
- 29.5.2 in the event that LUL opts itself to restore or procure the restoration of the data and notifies the Service Provider in advance of such decision, then LUL shall notify the Service Provider of the LUL and/or contractor costs of restoration and the Service Provider shall repay LUL's costs and expenses incurred in carrying out such restoration.

30. Intellectual Property Rights

- 30.1 The Service Provider shall have no right (save where expressly permitted under the Contract or with LUL's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of LUL or any member of the TfL Group. For the avoidance of doubt it is agreed and acknowledged that all Intellectual Property Rights in relation to the trade name or mark "Park & Go" and all new brands and all logos connected therewith in relation to the Car Parks are and shall be the property of LUL or a member of the TfL Group and the Service Provider shall have no right to use the same save for a licence for the purposes of providing Services under the Contract. LUL shall have no right (save where expressly permitted under the Contract or with the Service Provider's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Service Provider (or of any agent or sub-contractor of the Service Provider) or any member of the Service Provider Group (meaning the Service Provider and any subsidiary or holding company of the Service Provider (as defined in sections 1159 and schedule 6 of the Companies Act 2006) or any subsidiary of the holding company).
- 30.2 All Intellectual Property Rights in the Documentation provided by or on behalf of LUL and all other information, data, items and materials provided to the Service Provider or the Service Provider Personnel by or on behalf of LUL will remain the absolute property of LUL (or the third party owner of such Intellectual Property Rights) and the Service Provider shall have no rights

therein (save for a licence to use the same for the purposes of providing the Services under the Contract).

- 30.3 All Intellectual Property Rights created or developed by or on behalf of the Service Provider in the performance of the Services or otherwise in connection with the Contract (which for the avoidance of doubt shall include any capital works Variation), including all Intellectual Property Rights in all technical specifications, documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (but excluding any such Intellectual Property Rights relating to Customer data or rights in the trade name or mark "Park & Go" and all new brands and any logos associated therewith, which shall be the property of LUL), ("Arising Intellectual Property"), shall vest in and be owned absolutely by the Service Provider. LUL agrees to take at the Service Provider's cost all such reasonable steps and do all such things, including executing all documents, as may be necessary to vest all Arising Intellectual Property rights in the Service Provider (or its nominee) on their creation.
- 30.4 LUL will permit the Service Provider during the Term to use the Intellectual Property Rights in the Documentation provided by or on behalf of LUL solely, and only to the extent required, for the proper performance of the Services and to undertake a capital works Variation but for no other purpose and the Service Provider will not disclose the same to any other person.
- 30.5 All Intellectual Property Rights owned by or licensed to the Service Provider or the Service Provider's Personnel (other than by or on behalf of LUL or any member of the TfL Group) and used in the performance of Services or otherwise in connection with the Contract (including Arising Intellectual Property) (the "Service Provider Intellectual Property") will remain or be vested in the Service Provider (or the third party owner of such Intellectual Property Rights). The Service Provider, at its expense, hereby grants, or will procure the grant, to LUL and each member of the TfL Group a royalty-free, irrevocable, non-exclusive licence to use the Service Provider Intellectual Property for the Term and for a period of 12 months thereafter in connection with the Services or the Car Parks and otherwise for the purposes of understanding, operating, maintaining, modifying, repairing, re-figuring, replacing, correcting, extending, interfacing with, integrating with, connecting into and adjusting the Structures, the Equipment and/or continuing any element of the Services. LUL or the relevant member of the TfL Group will be entitled and permitted to assign or transfer such rights to any nominee, successor or third party and to sub-license or transfer such rights to any third party.
- 30.6 The Service Provider shall, during the Term and for a period of 12 months thereafter, provide LUL with copies of all materials relied upon or referred to in relation to the Service Provider Intellectual Property to the extent reasonably required by LUL to benefit from the Services under the Contract, to undertake any retendering relating to the Services, and / or to use and operate the Car Parks during and following the Term and shall grant LUL and

each member of the TfL Group (and their assignees or transferees) a royalty-free, irrevocable,, non-exclusive licence for the Term and for a period of 12 months thereafter to use such materials solely in connection with the licence to use the Service Provider Intellectual Property.

30.7 Neither party shall :

30.7.1 use any trade marks of the other party or (as appropriate) of any member of the TfL Group or Service Provider Group in any way which would tend to allow them to become generic, lose their distinct likeness, or become liable to mislead the public

30.7.2 use any trade marks of the other party or (as appropriate) of any member of the TfL Group or Service Provider Group in any way which is materially detrimental to or inconsistent with the good name, goodwill, reputation and image of TfL or the Service Provider Group; or

30.7.3 adopt or use or apply anywhere in the world to register any trade mark, symbol or device including domain names which are identical to, incorporate or are confusingly similar to, or are a simulation or colourable imitation of, any trade marks of the other party or (as appropriate) of any member of the TfL Group or Service Provider Group, or unfairly compete with such trade marks.

30.8 Each party shall comply with the following provisions:

30.8.1 Each party shall promptly notify the other party upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or the Documentation or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right;

30.8.2 The Service Provider shall indemnify, keep indemnified and hold harmless LUL and each member of the TfL Group from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) to the extent that the same directly arise from or are incurred by LUL or a member of the TfL Group by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by LUL or the TfL Group of the Service Provider Intellectual Property or the Arising Intellectual Property (or any of them) or arising from the provision by the Service Provider of the Services or the Documentation and from and against all costs and damages of any kind which LUL or a member of the TfL Group may incur in or in connection with any actual or threatened proceedings before any court or arbitrator

30.9 LUL shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting

any such claim, demand, or action referred to in Clause 30.8 and the Service Provider shall:

- 30.9.1 reimburse LUL for all costs and expenses (including legal costs) incurred in doing so;
- 30.9.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and
- 30.9.3 consult with LUL in respect of the conduct of any claim, demand or action and keep LUL regularly and fully informed as to the progress of such claim, demand or action.

30.10 If a claim or demand is made or action brought to which Clause 30.8.1 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider will at its own expense, after consultation with LUL and within a reasonable time, make such alterations, modifications or adjustments to the Services (including but not limited to seeking an alternative source of supply) as may be necessary to ensure that the provision of the Services continues to be provided in accordance with the terms of the Contract regardless of such infringement claim and the terms of the Contract shall apply *mutatis mutandis* to such altered, modified or substituted Intellectual Property Rights.

31. **Signs and Advertising**

31.1 The provisions of Paragraph 2.4 of the Specification will apply. In addition, and without limitation the Service Provider shall have no right to erect any signs or display any advertisements in any form whether branding, in writing or pictures at the Car Parks without the prior written consent of LUL. For the avoidance of doubt, LUL may at any time erect any signs (including any signs stating that the Car Park is an LUL Car Park) or display any advertisements at the Car Parks which it deems appropriate. In the event that the Service Provider wishes to erect any signage it shall provide LUL with full details of the requested signs and the suggested location of such signs. Details of LUL's signs manual can be found at <http://www.tfl.gov.uk/corporate/media/2777.aspx> (or such other location as notified to the Service Provider from time to time).

31.2 Any signs or advertisements which may be permitted by LUL shall meet the following minimum requirements and the Service Provider shall ensure that:

31.2.1 illuminated signs shall not be of a colour which is used for operational Underground Network signs or other information signs at the Car Parks and LUL shall issue a list of these colours to the Service Provider prior to the Services Commencement Date; and

31.2.2 all signs, notices and advertisements comply with (and ensure that the Services and all documents, materials and information provided to LUL will comply with) all relevant statutes, laws, regulations and codes of practice relating to the Services and the Contract from

time to time in force including without limitation Committee of Advertising Practice Codes, the ICSTIS Code, all codes of practice published or regulated by Ofcom including the TV Advertising Code and the Radio Advertising Standards Code, the Direct Marketing Association regulations and guidelines from time to time, the Consumer Protection from Unfair Trading Regulations 2008 and any relevant consumer legislation and regulation.

31.3 The Service Provider shall further ensure that all signs, notices and advertisements displayed in or around the Car Parks:

31.3.1 comply with the law and do not incite anyone to break the law;

31.3.2 are not likely to offend Customers including offending ethnic, religious or other minority groups on account of the nature of a product or service being advertised by depiction of a member of such a group, the wording or design of an advertisement or an inference contained therein;

31.3.3 do not contain anything of a pornographic nature or which would offend taste;

31.3.4 do not depict men, women, or children as sex objects, or depict or refer to indecency or obscenity;

31.3.5 do not depict direct and immediate violence to anyone shown in the advertisement or to anyone looking at it;

31.3.6 do not advertise films which have not been granted permission for public exhibition or which do not show the certificate;

31.3.7 are not of a political nature, calling for the support of a particular viewpoint, policy or action, or attacking a member or the policies of any legislative central or local government authority (advertisements are acceptable which simply announce the time, date and place of social activities or of meetings with the names of the speakers and the subjects to be discussed);

31.3.8 do not contain illustrations which depict, or might reasonably be assumed to depict, quotations from or references to a living person unless the written consent of that person is obtained (where such consent is required) and is produced to LUL if requested by LUL;

31.3.9 are not likely to adversely affect in any way the interests of the TfL Group; and

31.3.10 do not advertise tobacco or alcohol.

31.4 The Service Provider will be entitled to use the LUL roundel on its signs in accordance with this Clause 31 and subject to the prior written approval of LUL and the provisions of Clause 30.

31.5 LUL shall be entitled to require the Service Provider to remove any notice, sign or advertisement at any time if such notice, sign or display does not comply with the provisions of this Clause 31 or, where LUL is acting reasonably, for any other reason. The Service Provider will remove any such notice, sign or advertisement within 24 hours of notice from LUL. In the event that the Service Provider fails to remove such notice, sign or advertisement, LUL shall be entitled to remove the said notice, sign or advertisement and the Service Provider shall provide any necessary assistance and reimburse to LUL any costs incurred in the removal or these costs may be recovered as a debt.

31.6 The Service Provider shall furnish LUL as soon as reasonably practicable with details of any complaints from whatever source concerning advertising subjects, content and copy displayed on the Car Parks and the Service Provider's response to such complaints. The Service Provider will comply with LUL's instructions in relation to the resolution and handling of all complaints.

32. **Protection of Personal Data**

32.1 The Service Provider shall at all times:

32.1.1 comply with the obligations on a data controller under the Data Protection Legislation and any similar legislation relating to any Personal Data which is processed, collected or maintained by the Service Provider or transferred to of from LUL or any third party; and

32.1.2 if processing Personal Data on behalf of LUL, shall only carry out such processing for the purposes of providing the Services in accordance with the Contract and shall act in accordance with instructions from LUL.

32.2 Without prejudice to Clause 32.1, the Service Provider shall:

32.2.1 take appropriate technical and organisational security measures, that are satisfactory to LUL, against unauthorised or unlawful processing of Personal Data and against accidental loss, destruction of, or damage to such Personal Data;

32.2.2 provide LUL with such information as it may from time to time require to satisfy itself of compliance by the Service Provider with Clause 32.1.1;

32.2.3 co-operate with LUL in complying with any subject access request and/or responding to any enquiry made or investigation or assessment of processing initiated by the Information Commissioner in respect of any Personal Data;

32.2.4 when notified by LUL, comply with any agreement between LUL and any data subject in relation to any processing which causes or is likely to cause substantial and unwarranted damage or distress to

such data subject, or any court order requiring the rectification, blocking, erasure or destruction of any Personal Data;

- 32.2.5 take reasonable steps to ensure the reliability of personnel having access to Personal Data and to ensure that such personnel are fully aware of the measures to be taken and the Service Provider's obligations under this Clause 32 when processing Personal Data; and
 - 32.2.6 not process any Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) Directive 95/46/EC) without LUL's prior written consent (which consent may be subject to additional conditions imposed by LUL).
- 32.3 When the Service Provider receives a written request from LUL for information about, or a copy of, Personal Data, the Service Provider shall supply such information or data to LUL within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within ten (10) Working Days from the date of the request.
- 32.4 The Service Provider shall not share any Personal Data pursuant to the Contract with any contractor or third party unless there is a written contract in place which requires the contractor or third party to:
- 32.4.1 only process the Personal Data in accordance with LUL's instructions to the Service Provider; and
 - 32.4.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause 32.
- PROVIDED ALWAYS that no contractor may assign or sub-contract (in whole or part) their rights or obligations under such contract and may not process or permit the processing of Personal Data outside the United Kingdom without the explicit prior written consent of LUL.
- 32.5 Without prejudice to Clause 32.4, the Service Provider shall procure that the Service Provider's Personnel process Personal Data in accordance with the Data Protection Legislation.
- 32.6 The Service Provider acknowledges, and will procure that the Service Provider's Personnel (including any contractor) acknowledge, that Personal Data:
- 32.6.1 must only be processed in accordance with LUL's obligations to comply with the Data Protection Legislation and by such of their personnel as need to know Personal Data;
 - 32.6.2 must only be used as instructed by LUL and as reasonably necessary to perform the Contract in accordance with its terms;

- 32.6.3 must not be used for any other purposes (in whole or part) by any of them (and specifically but without limitation must not be copied or referred to in whole or part through training materials, training courses, discussions or negotiations or contractual arrangements with third Parties or in relation to proposals or tenders with LUL (or otherwise), whether on renewal of the Contract or otherwise, without the explicit prior written consent of LUL);
- 32.6.4 must not be used so as to place LUL in breach of the Data Protection Legislation and/or to expose it to risk of actual or potential liability to the Information Commissioner, data subjects and/or reputational damage and/or to any order being made against LUL preventing, suspending or limiting the processing of Personal Data.
- 32.7 The Service Provider shall, and shall procure that the Service Provider's Personnel (including any contractor) shall:
- 32.7.1 promptly notify LUL by telephone and within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of security and/or of the Contract in relation to Personal Data including unauthorised or unlawful access or processing of, or accidental loss, destruction or damage of any Personal Data;
- 32.7.2 keep LUL properly and regularly informed consequently;
- 32.7.3 fully cooperate with the reasonable instructions of LUL in relation to the processing and security of Personal Data in accordance with the Contract and in compliance with the Data Protection Legislation;
- 32.7.4 cooperate as LUL requires with any investigation or audit in relation to Personal Data and/or its processing (whether in relation to processing pursuant to the Contract, in relation to the Data Protection Legislation or in relation to any actual or suspected breach), whether by LUL (or on its behalf) any central or local government audit authority, the Information Commissioner, police or otherwise and both during the Contract and after its termination or expiry (for so long as the party concerned retains and/or processes Personal Data);
- 32.7.5 ensure all their personnel who can and/or do access Personal Data are suitably trained in relation to the obligations to protect Personal Data in accordance with the Data Protection Legislation and the Contract, understand such obligations and comply with them and that such training is updated at reasonable intervals; and
- 32.7.6 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided to it by LUL from time to time.

- 32.8 The Service Provider acknowledges, and will procure that the Service Provider's Personnel (including any contractor) acknowledge:
- 32.8.1 the importance to data subjects and LUL of safeguarding Personal Data and processing it only in accordance with the Contract;
 - 32.8.2 the loss and damage LUL is likely to suffer in the event of a breach of the Contract or negligence in relation to Personal Data;
 - 32.8.3 any breach of any obligation in relation to Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of the Contract;
 - 32.8.4 notwithstanding Clause 37.1, if the Service Provider has committed a material breach under Clause 32.8.2 on two or more separate occasions, LUL may at its option:
 - 32.8.4.1 withdraw authorisation for specific contractor processing by immediate written notice;
 - 32.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- 32.9 Following termination or expiry of the Contract, howsoever arising, the Service Provider:
- 32.9.1 may process the Personal Data only for so long and to the extent as is necessary properly to comply with its non contractual legal obligations (and will then comply with Clause 32.9.2); and
 - 32.9.2 subject to Clause 32.9.1, will not retain any copy, abstract, precis or summary of any Personal Data and will either securely destroy or securely and promptly return to the Authority (in such usable format as and to the extent LUL may require) the Personal Data and relevant records and documentation accordingly. Personal Data may not be processed following termination or expiry of the Contract (even after the expiry of a further five (5) years) save as permitted by this Clause 32.
- 32.10 For the avoidance of doubt the obligations in this Clause 32 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or processes Personal Data.
- 32.11 For the purpose of this Clause 32 the term 'Personal Data' means personal data and sensitive personal data as defined in the Data Protection Act 1998 and such other terms are as defined in the Data Protection Act 1998.
- 33. Confidentiality, Announcements and Transparency**
- 33.1 Subject to Clause 33.6 and Clause 37.1, the Service Provider will keep confidential:

- 33.1.1 the terms of this Contract; and
 - 33.1.2 any and all Confidential Information that it may acquire in relation to LUL or any member of the TfL Group; and
 - 33.1.3 the terms of the ANPR Contract and the Bay Sensor Contract and the performance of the relevant contractor under each of those Contracts.
- 33.2 The Service Provider will not use LUL's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 35.1.
- 33.3 The obligations on the Service Provider set out in Clause 33.1 will not apply to any Confidential Information:
- 33.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 33);
 - 33.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 33.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 33.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 33.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to LUL or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by LUL. LUL shall have the right to approve any announcement before it is made.
- 33.6 The Service Provider acknowledges that LUL is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 33.1 and Clause 34, the Service Provider hereby gives its consent for LUL to publish the Contract Information to the general public.
- 33.7 LUL may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion LUL may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 34.1 below). LUL may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be

published pursuant to Clause 33.6. LUL shall make the final decision regarding publication and/or redaction of the Contract Information.

33.8 The provisions of this Clause 33 will survive any termination of this Contract for a period of 6 years from termination.

34. **Freedom of Information**

34.1 For the purposes of this Clause 34:

34.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

34.1.2 **“Information”** means information recorded in any form held by LUL or by the Service Provider on behalf of LUL; and

34.1.3 **“Information Request”** means a request for any Information under the FOI Legislation.

34.2 The Service Provider acknowledges that LUL:

34.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with LUL to enable LUL to comply with its obligations under the FOI Legislation; and

34.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

34.3 Without prejudice to the generality of Clause 34.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

34.3.1 transfer to the Contract Manager (or such other person as may be notified by LUL to the Service Provider) each Information Request relevant to the Contract, the Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 Working Days of receiving such Information Request; and

34.3.2 in relation to Information held by the Service Provider on behalf of LUL, provide LUL with details about and/or copies of all such Information that LUL requests and such details and/or copies shall be provided within 5 Working Days of a request from LUL (or such other period as LUL may reasonably specify), and in such forms as LUL may reasonably specify.

34.4 LUL shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information

will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by LUL.

35. London Living Wage

- 35.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed the TfL Group to ensure that the London Living Wage is paid to anyone engaged by the TfL Group who is required to discharge contractual obligations in Greater London or on the Authority's estate.
- 35.2 For the purposes of this Clause 35, unless the context indicates otherwise, the expression "**London Living Wage**" means a basic hourly wage (as at the date of this Contract) of £9.15 (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Service Provider.
- 35.3 Without prejudice to any other provision of this Contract, the Service Provider shall:
- 35.3.1 ensure that none of its employees engaged in the provision of the Services (in Greater London or on the Authority's estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
 - 35.3.2 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;
 - 35.3.3 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
 - 35.3.4 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- 35.4 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- 35.5 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its sub-contractors.
- 35.6 Any breach by the Service Provider of the provisions of this Clause 35 shall be treated as a material breach capable of remedy in accordance with Clause 38.1.1.

36. **Diversity and Equality**

36.1 The Service Provider shall at all times during the Term comply with LUL's requirements for diversity and equality as notified to the Service Provider from time to time.

37. **Dispute Resolution**

37.1 In order to overcome differences and avoid disputes and where this cannot be achieved to facilitate their clear definition and early resolution (whether by agreement or otherwise) the Parties will first follow the procedure set out in Clause 37.4 in respect of all disputes in relation to this Contract (save that either Party will have the right to refer a dispute to adjudication at any time in accordance with Clause 37.6). The Parties may then follow the procedures set out in Clauses 37.5 or 37.6 or proceed to litigation in accordance with Clause 53.

37.2 The Service Provider will continue to provide the Services in accordance with this Contract and without delay or disruption whilst a Dispute is being resolved.

37.3 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 the provisions of this Clause 37 and Clause 37 shall not apply in respect of any circumstances where such remedies are sought.

37.4 **Escalation**

37.4.1 As soon as either Party becomes aware of any matter which if not resolved might become a dispute it will so advise the other Party in writing.

37.4.2 LUL and the Service Provider will use reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Contract ("**Dispute**") before resorting to litigation.

37.4.3 If the Dispute is not settled through discussion between the Contract Manager and the Service Provider's Contract Manager within a period of seven (7) Working 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.

37.5 **Mediation**

37.5.1 If the Dispute is not resolved within fourteen (14) Working Days of referral to the Senior Personnel, either Party may propose by notice to the other Party ("**Notice**") that 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.

- 37.5.2 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within twenty-eight (28) Working 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 will be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 37.5.3 Where a Dispute is referred to mediation under Clause 37.4, the Parties:
- 37.5.3.1 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;
 - 37.5.3.2 agree to co-operate fully with such a mediator and to provide such assistance as is necessary to enable the mediator to discharge its duties.

All negotiations connected with respect to the Dispute will be conducted in confidence and without prejudice to the rights of the Parties in any future court proceedings.

- 37.5.4 If the Parties reach agreement on the resolution of the Dispute, such agreement will be recorded in writing and once signed by the Parties’ authorised representatives, it will be final and binding on the Parties.
- 37.5.5 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement within forty (40) Working Days of the appointment of the mediator, such failure will be without prejudice to the right of either Party to refer the Dispute to the English courts. In addition, failing agreement, either of the Parties may invite the mediator to provide a non-binding opinion in writing as to the merits of the Dispute and the rights and obligations of the Parties. Such opinion will be provided on a without prejudice basis and will be subject to the confidentiality provisions of this Contract.

37.6 Adjudication

- 37.6.1 Either Party has the right to refer any Dispute for adjudication at any time and either Party may give notice in writing (the “**Adjudication Notice**”) to the other of the intention to do so. The adjudication will be conducted in accordance with the rules prescribed by The Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended by The Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011 (as amended from time to time) (the

“Rules”). The nominating body will be the Chartered Institute of Arbitrators or any successor organisation.

37.6.2 The Party referring the Dispute to adjudication will follow the Rules to secure the appointment of an adjudicator, endeavouring to secure such appointment within seven (7) calendar days of the Adjudication Notice.

37.6.3 Each Party will:

37.6.3.1 comply with the Rules and the directions the adjudicator makes in accordance with the Rules;

37.6.3.2 facilitate the resolution of the Dispute as quickly and economically as possible; and

37.6.3.3 continue to act in accordance with this Contract throughout the adjudication.

37.6.4 The adjudicator will decide on the Dispute in accordance with the Rules and will notify the Parties of the decision within the period permitted by the Rules. A decision made by the adjudicator in accordance with the Rules is binding on the Parties until finally determined by the courts or by agreement.

37.6.5 The Parties will implement an adjudicator’s decision without delay. The Parties are entitled summarily to enforce the reliefs and remedies set out in an adjudicator’s decision. Neither Party is entitled to raise any right of set-off, counterclaim or abatement in connection with any enforcement proceedings.

37.6.6 None of the following are liable for anything done or omitted in the discharge or purported discharge of his/her functions in any adjudication, unless the act or omission is in bad faith:

37.6.6.1 the adjudicator; or

37.6.6.2 any employee, agent or advisor of the adjudicator.

38. **Breach and Termination**

38.1 Without prejudice to LUL's right to terminate at common law, LUL may terminate the Contract immediately upon giving notice to the Service Provider if:

38.1.1 except as provided in and without prejudice to Clause 38.1.3, the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within ten (10) Working Days (or such other timeframe as specified in writing by LUL) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied; or

- 38.1.2 the Service Provider is subject to an Insolvency Event; or
 - 38.1.3 the Service Provider is in breach of Clause 10.4 or 18.1; or
 - 38.1.4 LUL is not satisfied on the issue of any conflict of interest in accordance with Clause 17; or
 - 38.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 38.1.6 the Service Provider falls at or below the Default Trigger specified in the KPIs for 3 or more of the KPIs for more than three (3) consecutive months or persistently falls at or below the Default Trigger specified in the KPIs for 3 or more of the KPIs over a six (6) month period; or
 - 38.1.7 the Service Provider provides LUL with any false or misleading information with regard to its ability to perform the Services; or
 - 38.1.8 the Service Provider is prevented, restricted or prohibited from carrying out the Services for whatever reason; or
 - 38.1.9 the Service Provider commits any of the money laundering related offences listed in the Public Contract Regulations 2006.
- 38.2 Without prejudice to any of LUL's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 8 and/or any of its other obligations in respect of the Services under the Contract, the Service Provider shall, if required to do so by LUL, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 38.2 shall prevent LUL from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service provider and, where LUL so procures any Services or any remedial action, LUL shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by LUL and attributable to LUL procuring such Services or remedial action from such alternative service provider.
- 38.3 Force Majeure:
- 38.3.1 Neither Party shall be deemed to be in breach of the Contract or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Party is affected by a Force Majeure Event ("Affected Party"), it will:
 - 38.3.1.1 give written notice to the other Party, specifying the nature and extent of the Force Majeure Event, immediately on becoming aware of the Force Majeure Event and will at all times use all reasonable

endeavours to bring the Force Majeure Event to an end and, whilst the Force Majeure Event is continuing, to mitigate its severity including without limitation by operating the Disaster Recovery Plan; and

- 38.3.1.2 not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the Force Majeure Event.
- 38.3.2 If a Force Majeure Event has continued for more than eight (8) weeks from the date on which that Force Majeure Event first arose and is continuing and having a material adverse effect on the Affected Party's performance of its obligations under the Contract, then the Party not affected by such Force Majeure Event ("Innocent Party") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 38 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 38.3.3 In the event that a Force Majeure Event results in a Car Park no longer being able to be operated in accordance with the Contract for more than eight (8) weeks from the date on which that Force Majeure Event first arose, LUL may remove such Car Park from the ambit of the Contract without affecting the other Car Parks. In such event, LUL shall not be liable to the Service Provider in respect of such removed Car Park, including for any loss of revenue or profit.
- 38.4 Without prejudice to LUL's right to terminate the Contract under Clause 38.1 or at common law, LUL may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 40.
- 38.5 To the extent that LUL has a right to terminate the Contract under this Clause 38 then, as an alternative to termination, LUL may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in LUL's notice ("Change Date") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in LUL's opinion a proportionate adjustment would not be reasonable in such manner as LUL may determine.
- 39. **Consequences of Termination or Expiry**
 - 39.1 Notwithstanding the provisions of Clause 39, wherever LUL chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as LUL may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

39.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

39.3 Upon expiry or termination of the Contract (howsoever caused):

39.3.1 the Service Provider shall, at no further cost to LUL:

39.3.1.1 implement and comply with the Exit Strategy and take all such steps as necessary to agree with LUL a plan and implement the orderly handover of the Services to LUL or a Replacement Service Provider, such that the Services can be carried on with the minimum of interruption and inconvenience and to effect such handover, which shall include an obligation to promptly provide a copy of all relevant records in whatever format LUL or a Replacement Service Provider may reasonably require and any information LUL or a Replacement Service Provider may require for purposes related to the Transfer Regulations or otherwise;

39.3.1.2 on receipt of LUL's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks; and

39.3.1.3 promptly deliver up to LUL all documents and records relating to or otherwise in connection with the Contract, including the Documentation and Records and a copy of all relevant records in whatever format LUL may reasonably require and all property and materials supplied by or on behalf of LUL, including any Confidential Information and Intellectual Property Rights of LUL or any member of the TfL Group;

39.3.1.4 vacate the Car Parks (ensuring that LUL has vacant possession of the Car Parks) and ensure that the Car Parks are cleaned and repaired and all keys/access codes are returned to LUL;

39.3.1.5 ensure that all Structures, Equipment and any other assets required to perform the Services are fully functioning, in good working order and condition in substantially the same condition as they were at the Services Commencement Date (or the date of installation if later) reasonable wear and tear excluded;

39.3.2 at LUL's request with effect from the date of termination and until such time as the Exit Strategy has been completed, the Service

Provider agrees to continue the provision of the Services as LUL may require in accordance with the terms and conditions of the Contract and the Charges (on a pro-rata basis) will continue to apply until the Exit Strategy has been completed, save that payment will be due within thirty (30) days of the date of each invoice in respect thereof;

- 39.3.3 LUL shall pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 14 or otherwise reasonably determined by LUL; and
- 39.3.4 LUL shall not be liable to the Service Provider for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with any expiry or termination or as a result of a reduction of Services under Clause 38.4.
- 39.4 On termination of the Contract under Clause 38.1 or a cessation of any Services under Clause 38.5 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for LUL to terminate under Clause 38.1), LUL may enter into any agreement with any third party or parties as LUL thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by LUL in having such services carried out and all other costs and damages reasonably incurred by LUL in consequence of such termination. LUL shall be reimbursed by the Service Provider for such costs or otherwise recover such costs from the Service Provider as a debt.

40. **Declaration of Ineffectiveness**

- 40.1 In the event that a court makes a Declaration of Ineffectiveness, LUL shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 39 and this Clause 40 shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 39 and this Clause 40 or the Cessation Plan, the provisions of this Clause 40 and the Cessation Plan shall prevail.
- 40.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.
- 40.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, LUL shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 40.3.1 an orderly and efficient cessation of the Services or (at LUL's request) a transition of the Services to LUL or such other entity as LUL may specify; and

40.3.2 minimal disruption or inconvenience to LUL or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 40 and to give effect to the terms of the Declaration of Ineffectiveness.

40.4 Upon agreement, or determination by LUL, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

40.5 The Authority shall pay the Services Provider's reasonable costs in assisting LUL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by LUL. Provided that LUL shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to this Clause 42.

41. **Disaster Recovery**

41.1 The Service Provider will ensure that at all times that the Disaster Recovery Plan is adequate, at the least, to minimise the effect of any Disaster.

41.2 The Disaster Recovery Plan will be tested in accordance with its provisions . It will be deemed to be adjusted as necessary to take into account any change to the Services made in accordance with the Contract or as otherwise agreed by the Parties in writing.

41.3 In the event of a Disaster affecting either or both Parties, the Service Provider will immediately implement the Disaster Recovery Plan and will continue to provide those elements of the Services which are not affected by the Disaster to LUL in accordance with the provisions of the Contract. In respect of any part of the Services which are affected by the Disaster, the Service Provider will comply with the Disaster Recovery Plan, the rest of this Clause 41 and the Contract.

41.4 Where the Service Provider can demonstrate to the reasonable satisfaction of LUL that a Disaster was caused by a Force Majeure Event the provisions of Clause 41.3 will apply, but only to the extent that such Disaster prevents the Service Provider from satisfying its obligations and, provided that the Service Provider complies with the provisions of Clauses 38.3.1 and 38.3.2, the requirement to pay Abatements will cease to apply until such time as the provision of the Services are resumed or ought to have been resumed, whichever is the earlier, in accordance with the Disaster Recovery Plan.

41.5 Where a Disaster arises from circumstances other than those set out in Clause 41.4 the Service Provider's liability to pay the Abatements will continue to accrue until such time as the Services are performed by the Service Provider in accordance with the provisions of the Contract.

42. Tender Information

Notwithstanding the provisions of Clause 33, wherever LUL chooses to put out to tender for an additional service provider or a Replacement Service Provider for some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as LUL may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

43. Survival

The provisions of Clauses 1, 5.3.3, 6, 8.1.11, 9.9, 9.10, 9.11, 10.2.5, 10.2.6, 11.5, 11.6, 12.5, 20, 26 - 30 (inclusive), 32 - 34 (inclusive), 37, 39, 41- 44 (inclusive), 45 - 53 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

44. Rights of Third Parties

44.1 Save that any member of the TfL Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

44.2 Notwithstanding Clause 44.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including the Indemnified Parties.

44.3 Without limitation to Clause 44.2, the Indemnified Parties have the right to bring a claim direct against the Contractor pursuant to Clause 27 (Indemnity) and Clause 30 (Intellectual Property Rights), together with the right to enforce any other provision of this Contract that confers a right or benefit on them, including Clause 11 (Access to Premises), Clause 33 (Confidentiality, Announcements and Transparency) and Clause 29 (Data) in accordance with the provisions of the Third Party Act.

45. Novation and Assignment

45.1 LUL may assign, sub-contract, novate or otherwise transfer the Contract (in whole or in part) or any of its rights or obligations under the Contract.

45.2 Within ten (10) Working Days of a written request from LUL, the Service Provider shall at its expense execute such agreement as LUL may reasonably require to give effect to any such transfer all or part of its rights

and obligations under the Contract to one or more persons nominated by LUL.

- 45.3 Subject to Clause 10.4, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of LUL.

46. Non-Waiver of Rights

- 46.1 No failure or delay by any Party hereto in exercising any right, power or privilege under this Contract will impair such right, power or privilege or be construed as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 46.2 No waiver of any of the provisions of this Contract will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

- 46.3 The rights and remedies of LUL herein provided are cumulative and in addition to and not exclusive of any rights and remedies provided by law.

47. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal or unenforceable provision. In the event that in LUL's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, LUL and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

48. Notices

- 48.1 Subject to Clauses 48.5 and 48.6, any notice, communication or demand required to be given in accordance with this Contract will be in writing, in the English language and:

48.1.1 delivered by hand;

48.1.2 sent by pre-paid first class post or recorded delivery post; or

48.1.3 sent by facsimile.

to the relevant Party using the appropriate contact information detailed in Schedule 1 (or such other contact information as may be notified by the

relevant Party to the other Party from time to time in accordance with this Clause 48).

48.2 Any notice, communication or demand given in accordance with Clause 48.1 will be deemed to have been duly served:

48.2.1 if delivered by hand, at the time of delivery;

48.2.2 if sent by pre-paid first class post or recorded delivery post at 9.00 am two (2) Working Days after the date of posting;

48.2.3 if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission;

provided that if a notice or demand is served before 9.00 am on a Working Day it will be deemed to be served at 9.00 am on that Working Day and if it is served on a day which is not a Working Day or after 5.00 pm on a Working Day it will be deemed to be served at 9.00 am on the immediately following Working Day.

48.3 To prove service of a notice or a demand it will be sufficient to prove that the provisions of Clause 48 were complied with.

48.4 Any communications of an operational nature may (with the consent of the Contract Manager) be given not only in accordance with Clause 48.1 but also via the Management Information Dashboard or any other system of a like nature that the Contract Manager may reasonably require the Service Provider to input or operate.

48.5 Any notice or communication required to be given by LUL to the Service Provider pursuant to Clause 13 may also be delivered by email or in person (including at any meetings between the Parties) and will be deemed to have been served at the time and date when sent by email or handed to the Service Provider's representative in person.

48.6 This Clause 48 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

49. **Entire Agreement**

49.1 Subject to Clause 49.2:

49.1.1 the Contract and all documents referred to in the Contract contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

49.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against LUL in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

49.2 Nothing in this Clause 49 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

50. Counterparts

This Contract may be executed in any number of counterparts or duplicates and by the Parties on different counterparts or duplicates and each such counterpart or duplicate will constitute an original of this Contract but all the counterparts or duplicates will together constitute one and the same instrument.

51. Relationship of the Parties

51.1 Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

51.2 Subject to any express provisions to the contrary in this Contract, the Service Provider will have no right or authority to and will not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of LUL or bind LUL in any way.

52. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

53. Governing Law

The Contract and all non-contractual rights and obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 37, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract, provided that LUL has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

SCHEDULE 1

Key Contract Information

1. **Contract Reference Number:** TfL 91322
2. **Name of Service Provider:** National Car Parks Limited
3. **Commencement:**
 - (a) **Contract Commencement Date:** 10/11/14
 - (b) **Services Commencement Date:** 10/11/14
4. **Duration/Expiry Date:** 5 years from the Contract Commencement Date[See Clause 2]
5. **Address where invoices shall be sent:**

Transport for London
Accounts Payable
14 Pier Walk
North Greenwich
SE10 0ES

Electronic format required (if any) for submission of orders by LUL and of invoices by the Service Provider:

6. **Details of LUL's Contract Manager**

Name: Steve Lewis

Address: 5th Floor West Wing, 55 Broadway, London SW1H 0BD

Tel: [REDACTED]

Email: [REDACTED]

7. **Details of LUL's Procurement Manager**

Name: Phil Roddy

Address: 16th Floor Windsor House, 42-50 Victoria St, London SW1H 0TL

Tel: [REDACTED]

Email: [REDACTED]

8. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
<p>[REDACTED] Head of Operations – Rail</p>	<p>[REDACTED] [REDACTED]</p>	
<p>[REDACTED] Senior Contracts Manager</p>	<p>[REDACTED]</p>	

9. Address for service of notices and other documents in accordance with Clause 48:

For LUL: See Section 6

For the Service Provider: See Section 8

SCHEDULE 2

Mobilisation Plan

Not applicable

SCHEDULE 3

Specification

- 1 Contract Specification for Car Park Management Services
 - 1.1 Specification Overview
 - 1.2 Site Information
 - 1.3 Car Park Maps
- 2 Service Delivery
 - 2.1 Management, staffing and administration
 - 2.1.1 Contract organisation
 - 2.1.2 Human Resources
 - 2.1.3 Mobile staffing and patrol visit activities
 - 2.1.4 Minimum Frequencies and Deployment Plan
 - 2.1.4.1 Changing hours of operation
 - 2.1.4.2 Uniform
 - 2.1.4.3 Staff attitude and behaviour
 - 2.1.4.4 Emergency response
 - 2.2 Revenue Management
 - 2.2.1 Revenue settlement
 - 2.2.2 Customer payment options
 - 2.2.3 Season tickets
 - 2.2.4 Credit / Debit card payments
 - 2.2.5 Cash collection, counting and banking
 - 2.2.6 Dashboard Revenue Reporting
 - 2.3 Compliance enforcement
 - 2.3.1 General enforcement
 - 2.3.1.1 Parking on Private Land Appeals (POPLA) process
 - 2.3.2 PCN recovery rate
 - 2.3.3 Compliance Monitoring
 - 2.3.4 Managing Staff Parking
 - 2.4 Signage, marketing and communications
 - 2.4.1 Marketing and communications
 - 2.4.2 Signage
 - 2.5 Integration with wider TfL activity
 - 2.6 Customer service
 - 2.6.1 Customer Survey
 - 2.7 24 hour Control Centre
 - 2.7.1 CCTV
 - 2.7.2 Help Points
 - 2.8 Facilities Management and Maintenance
 - 2.8.1 Environmental Management
 - 2.8.2 Maintenance
 - 2.8.3 Parking Equipment Maintenance

- 2.8.4 Cleaning
- 2.8.5 Winterisation
- 2.8.6 Car park surfaces
- 2.8.7 Car Park Bay Lining
- 2.8.8 Lighting
- 2.8.9 Vegetation⁹⁰
- 2.8.10 Fencing
- 2.8.11 Cycle Racks
- 2.8.12 Drainage
- 2.9 Additional projects
- 2.9.1 Bay Numbering
- 2.9.2 Customer walkways
- 3 Approach to Innovation
- 3.1 Innovation
- 3.2 Dashboard requirements
- 4 Business resilience
- 4.1 Contingency
- 5 Contract Management Proposals
- 5.1 Wider resources
- 5.1.1 Park Mark Safer Parking Awards
- 5.2 Managing ANPR and Bay Sensor Contractors
- 5.3 Tablet or other Handheld Device
- 5.4 Mobilisation plan
- 5.4.1 Takeover certificates
- 6 Management Information Reports
- 6.1 Management Information Dashboard
- 6.1.1 Cost Management and Reporting 95
- 6.2 Client Liaison and reporting
- 6.2.1 Reports
- 6.2.2 Weekly Flash Report
- 6.2.3 LUL Periodic Report
- 6.2.4 Quarterly Report
- 6.2.5 Contact and Meeting Structure
- 6.2.6 LUL Period
- 6.2.7 Quarterly Business review
- 6.2.8 Annual Business Review
- 6.3 Auditing
- 6.3.1 Quality Management and Auditing
- 7 Quarterly Performance Regime and Key Performance Indicators
- 7.1.1 Car Park Operations
- 7.1.2 Revenue maximisation
- 7.1.3 Exclusions to revenue incentive regime
- 7.1.4 Cost reduction
- 7.1.5 Key Performance Indicator Abatements
- 7.1.6 Default Trigger Levels
- 7.1.7 Enforcement performance regime
- 7.2 Operational Key Performance Indicators

Tables

1	Table 1.	Minimum visit frequencies
2	Table 2.	Season ticket discount ratios
3	Table 3.	List of applicable LUL standards
4	Table 4.	Cost reduction incentive payments
5	Table 5.	Abatement Calculation formula
6	Table 6.	PCN Incentive payment formula
7	Table 7.	KPI Master Table

1. Contract Specification for Car Park Management Services

1.1 Specification Overview

This Specification is for the provision of car park management services at 61 London Underground (LUL) car parks. It provides LUL's requirements for a comprehensive range of services to LUL and its customers, including;

- Management, staffing and administration;
- Revenue generation, including operation of payment terminals, provision of phone and web cashless parking payment platform;
- Cash and card revenue collection, reconciliation and settlement;
- Enforcement of car park terms and conditions;
- Provision of a 24/7 CCTV Control Centre;
- Comprehensive car park facilities management and maintenance; and
- Project management.

The Contract will be supported through a KPI regime, managed through a secure, online reporting tool, the Management Information Dashboard. The Contract will be integrated with ANPR and Bay Sensor Systems, which will be progressively deployed in the first two years of the Contract. The Car Park Management Contractor will ensure that the operation of these systems is seamlessly integrated into its operations. All Contract Management activity will be managed through LUL Periods, dates of which are attached as Appendix 4.

1.2 Site Information

A list of sites with addresses for all the car parks within the car park management contract, including numbers of car park spaces, tariffs and other information, is provided at Appendix 5.

1.3 Car Park Maps

The maps show car park boundaries, detailing the extent of the area in which the services will be provided and the car park layout map which shows car parks spaces and location of assets. The Car Park Management Contractor is responsible for updating these drawings at their own cost when there is any change to car park layouts, assets or designation of car park spaces.

2. Service Delivery

2.1 Management, staffing and administration

2.1.1 Contract organisation

The Car Park Management Contract will be adequately resourced. A dedicated Contract Manager will be provided, with sufficient dedicated administrative, supervisory and staffing resources to deliver all Contract requirements within this specification. The Car Park Manager will operate a system of Quality Management that is accredited to ISO9001 or an equivalent standard.

2.1.2 Human Resources

The Car Park Management Contractor will provide expertise and resources for the effective management of all staff employed on the Contract, ensuring that the following standards are achieved:

- Effective and compliant management of TUPE regulations in transferring staff from the existing Contractor;
- A defined process for recruitment;
- Training and development;
- Staff incentivisation and benefits; and
- Customer service training.

2.1.3 Mobile staffing and patrol visit activities

LUL requires the car parks to be regularly visited as per the minimum visits (shown in table 1). Duties to be carried out when attending car parks will include;

- Providing a presence in the car parks for customer service presence;
- Activating the Handheld, thus automatically recording visits directly onto the Dashboard through GPS;
- Activating the Help Point to confirm they are working (control centre staff are to report this to the Dashboard);
- Monitoring and reporting of evidence of crime at the car parks;
- Checking the condition and functionality of payment terminals, including checking that the correct time is being displayed.
- Counting the number of cars and reporting this to the Dashboard via the Handheld;
- Monitoring blue badge spaces to ensure vehicles are displaying a valid Blue Badge, separately recording the occupancy of Blue Badge spaces;
- Monitoring payment of all vehicles, either through display of a valid pay and display ticket or valid cashless transaction;
- Issuing, directly from the Handheld, via a suitably connected printer (e.g. Bluetooth) a Parking Charge Notice (PCN) where a vehicle is not displaying appropriate authority to park or is otherwise contravening terms and conditions of parking. The Handheld will also take

photographs of the vehicle, which demonstrate that the alleged contravention has taken place. The Handheld will also have a function for the patroller to incorporate a witness statement confirming all vehicle windows checked and cashless payment system interrogated. The level of PCN charges and any discount period for early payment, will be set by LUL and notified to the Car Park Management Contractor);

- Monitoring the cleanliness of the car park, directly addressing any issues of littering whilst reporting any defects that cannot be immediately rectified, (such as graffiti, or heavy soiling) through the reporting tool within the Handheld.
- Monitoring the condition of surfacing, reporting any potholes, monitoring lining, boundary fencing, vegetation and lighting. Any defects observed are to be reported through the Handheld;
- During the Winterisation Period attendants will physically check grit bins to ensure that sufficient supplies of grit are available to deal with inclement weather;
- On preparing to leave each car park, the attendant will use the Handheld to notify the Dashboard that the car park visit is at an end.

LUL requires all car park visits to be reported to the Dashboard through the use of the Handheld, via a data connection (such as 2G, 3G or 4G). If the Handheld is not functioning for any reason or cannot establish a connection with the Dashboard, the car park visit must be recorded through the Help Point, with Control Centre staff logging the visit arrival and departure time directly to the Dashboard. LUL expects this to be only in exceptional circumstances.

2.1.4 Minimum Frequencies and Deployment Plan

LUL's requires a minimum frequency of visit across each car park to ensure high levels of compliance, effective facilities management and equipment reliability. Appendix A4 provides for the minimum frequency of car park visits, within the current system of pay and display and also after the deployment of ANPR and Bay Sensor systems.

Table 1 below shows the numbers of car parks requiring each category of visit frequency during Monday to Fridays and Saturdays / Sundays. LUL requires the Contractor to produce a deployment plan that allocates the dedicated Contract resources to the car parks.

Spaces	Monday to Friday - minimum visits before technology investment
200 or above	Twice daily
100 or above	Daily
50 or above	Every other day

Spaces	Monday to Friday - minimum visits after technology investment
200 or above	Daily
100 or above	3 x weekly
50 or above	2 x weekly

Spaces	Saturday / Sunday - minimum visits before technology investment
200 or above	Once per week
100 or above	Every second week
50 or above	Once per month

Spaces	Saturday / Sunday minimum visits after technology investment
200 or above	Every second week
100 or above	Once per month
50 or above	Every second month

Appendix A4 - Minimum visit frequencies

2.1.4.1 Changing hours of operation

LUL is an evolving operation that will include 24 hour operations on Fridays and Saturdays on certain lines commencing in 2016.. Enhanced hours will be required to support the changing nature of LUL's operations. These will be established as the extent and timing of the 24 hour operational plan becomes clear.

2.1.4.2 Uniform

LUL requires staff attending, patrolling and inspecting car parks to be smartly dressed in the Contractor's uniform, with a yellow high-visibility vest and photographic identification name badge. The service provider should provide a specific description of the uniforms to be provided, including;

- Shirt;
- Tie;
- Jacket;
- Coat;
- Trousers;

- Waterproofs; and
- Shoes.

The smart uniform should be jointly branded with the Contractor name, in partnership with LUL. The uniform should be designed to be customer orientated rather than enforcement orientated and is subject to LUL's approval. The uniform will be provided to all staff who undertake customer facing duties within one month of contract commencement.

2.1.4.3 Staff attitude and behaviour

Staff will have a good command of the English Language (equivalent to English GCSE) and will act in a courteous and polite manner to customers at all times. When encountering customers that require advice or assistance, if staff are unable to meet the customers' needs they should direct the customer to the nearest Help Point, or to the station, as appropriate.

2.1.4.4 Emergency response

The Car Park Management Contractor shall ensure that it is able to respond to a request for help, and where necessary the Contractor's Personnel shall be in attendance at a Car Park, within 1 (one) hour of such request being made. Such a request may be from a member of LUL staff, British Transport Police or emergency services.

2.2 Revenue Management

2.2.1 Revenue settlement

The Car Park Management Contractor will be responsible for all revenue generation, collection, reconciliation and settlement. All parking revenues collected will be paid to LUL 14 days after the end of each two week period. Therefore, week 1 and 2 revenues will be paid 28 days after contract commencement, with each subsequent two week revenues being paid to LUL 14 days afterwards. LUL will remain in control of all tariffs and availability of parking products at all times, but will seek guidance and consider advice from the Car Park Management Contractor.

2.2.2 Customer payment options

Customers will be provided with the following payment options:

- Pay and display ticketing through the 196 Parkeon Strada pay and display machines (until such time as these are replaced where ANPR systems are installed).
- Payment (without the requirement to display a ticket) through the two Sagoss terminals, installed as part of a pilot ANPR operation at North Greenwich;
- Payment for all parking products through a cashless parking payment platform

The cashless parking platform must include the ability for customers to make payment for daily, multi-day and weekly, monthly, quarterly and annual season ticket parking by:

- Phone (either directly by IVR or through a dedicated call centre)
- Text
- Smartphone app
- Web
- Registered Accounts

- Automatic billing (ANPR)

This will include the ability for customers to register (facilitating paperless season tickets and customer account management). The cashless parking payment system will be free to customers, with no transaction fee. A charge for optional text confirmations and reminders may be levied at a maximum of 10 pence, inclusive of VAT. Daily parking payment at LUL station car parks expires on 02:59 on the following day.

2.2.3 Season tickets

Season tickets will be available (through the cashless platform only) for any combination of days between 2 and 365. Multi-day tickets up to 4 day, are to be priced as a straight multiple of the peak daily tariff. The discount rate for fixed durations are as shown below:

Season ticket:	Weekly	Monthly	Quarterly	Annual
Multiple of daily peak tariff	4.8	20	60	220

SEASON TICKET DISCOUNT RATIOS

2.2.4 Credit / Debit card payments

LUL requires the acceptance of the following payment cards, through all payment channels:

- Mastercard credit
- Visa credit
- Mastercard debit
- Visa debit
- Maestro
- American Express

2.2.5 Cash collection, counting and banking

Cash from payment terminals will be collected at a frequency which ensures that cash boxes do not become full and unable to accept further coins. The frequency will also be sufficient to ensure that LUL's revenue is not lost to theft. LUL requires all cash collections to be reported to the Dashboard at the time they are carried out, using the Handheld, which must be available to cash collection staff. Cash collected must be counted separately from the receipts or transaction records produced from the payment terminals and must be paid into a dedicated bank account.

2.2.6 Dashboard Revenue Reporting

LUL requires the Car Park Management Contractor to provide revenue reporting to the Dashboard, including;

- Transaction data from payment terminals by car park (including a direct feed from the Parkfolio system and any subsequent payment terminal back office systems to be introduced) with a data refresh time of every 10 minutes. If a period of longer than 10 minutes passes with no transaction, the system will refresh the Dashboard information after the next transaction;

- Cashless parking transactions from all channels (web, phone, text, smartphone app) within 10 minutes of transactions occurring;
- Ongoing numbers of valid season tickets at each location by product duration;
- Other white list information; such as staff permits;
- Revenue and product trends by car park, by day, week, LUL period
- Performance against budget, year on year changes and trends

As the deployment of technology enhancements is rolled out, the Dashboard will form the basis of intelligent enforcement activity.

2.3 Compliance enforcement

2.3.1 General enforcement

LUL requires the Car Park Management Contractor to ensure high levels of compliance through the effective patrolling of car parks and subsequently the operation of ANPR systems. The Contractor will generate revenue through the issue of Parking Charge Notices (PCNs). The Contractor is required to undertake two methods of enforcement.

Mobile patroller Enforcement

A system for patroller enforcement through physical issuing of PCNs at car parks, which will continue at those car parks to be fitted with bay sensors. This will include:

- Identification of contraventions during car park patrols, with reference to the Terms and Conditions displayed at the car parks;
- The issuing of Parking Charge Notices (PCNs) via the Handheld and a printer to be provided to patrol staff (PCNs are not to be handwritten).
- Uploading of all issued PCNs to the back office software through the data connection of the Handheld within 10 minutes of issue;
- Photographing of contraventions in accordance with British Parking Association (BPA) Approved Operator Scheme (AOS) guidance;
- Progressing of PCNs through appeals, managing of payments and reconciliation, through the debt recovery; and
- Reporting through the Dashboard of all volumes of PCNs issued, paid, appealed (including appeals granted and subsequent POPLA cases), PCNs which are unpaid and forwarded to debt recovery.

ANPR enforcement

LUL requires a clear process for the identification of parking contraventions, using fixed ANPR systems. This is to be undertaken through the retrospective analysis and processing of data generated by the ANPR systems and includes:

Manually reconciling incorrectly captured Vehicle Registration Marks (VRMs) using the back office system generated by the ANPR provider, so that a clean file of vehicle entries and exits is produced daily;

Reconciling customer payments made by all available channels against VRM exit records for the day concerned;

The production of a daily contravention file, with all contraventions to be processed being manually verified;

Uploading of all issued PCNs to the back office software system when the daily contravention file is complete;

Requesting vehicle registered keeper data from the Driver Vehicle and Licensing Agency (DVLA);

Issuing either a Customer Notice (for first offences) or a PCN to customers by post;

Progressing of PCNs through appeals, managing of payments and reconciliation, through the debt recovery; and

Reporting through the Dashboard of all volumes of PCNs issued, paid, appealed (including appeals granted), unpaid and forwarded to debt recovery.

LUL reserves the right for first offences, at car parks with ANPR deployed, to be treated as a customer relationship opportunity, whereby the DVLA record is used to contact the registered keeper, via a Customer Notice, noting failure to pay and offering an opportunity to register for a parking account and pay the tariff owed plus an administration fee (to cover DVLA costs).

Revenues generated from PCNs will be reported separately within the Dashboard. The Car Park Management Contractor will be incentivised to effectively enforce compliance at car parks through a PCN incentive regime outlined in the KPI Schedule in Section 7 of this Specification. This is a stepped payment, dependent on overall recovery rates. Incentive payments will consist of the percentage of overall PCN revenue generated after deduction of costs, calculated each LUL period. Costs for the issuing and processing of PCNs will be reported to the Dashboard, including the management of cases through to debt recovery.

2.3.1.1 Parking on Private Land Appeals (POPLA) process

LUL requires the Car Park Management Contractor to effectively administrate the POPLA regime, through a clear, documented process. The Contractor will report all POPLA appeals to the Dashboard, with details of whether the appeal is contested or upheld by the Contractor. The Contractor will analyse any POPLA appeal failures to identify areas for improvement (e.g. in terms and conditions signage, or payment systems). POPLA appeal costs are not a recoverable operating expenditure item. Any operational deficiencies which emerge from the POPLA process will be rectified at the Contractor's cost.

LUL does not set targets for the number of PCNs issued. The enforcement regime is directed at achieving the maximum possible revenue through enabling maximum awareness of terms and conditions, tariffs and easy customer payment through multiple channels.

2.3.2 PCN recovery rate

LUL requires an overall achievement of 60% of enforcement revenues due. The revenues due are calculated as the reduced rate PCN value within the period that customers are able to pay the reduced rate and the higher rate thereafter. An aged debt profile will be maintained by the Car Park Management Contractor covering the following timescales:

1-14 days

15-28 days

29-60 days

61-90 days

91 days+

2.3.3 Compliance Monitoring

The deployment of ANPR and Bay Sensor technology will provide real time occupancy data. This will allow a precise calibration of compliance levels. LUL will determine the compliance KPI on completion of the technology deployment.

2.3.4 Managing Staff Parking

Staff permits are provided at certain car parks, a list of which is provided at Appendix 5. The Car Park Management Contractor is required to patrol designated staff bays during car park visits and ensure that all cars are either displaying a valid staff permit for that location, or have a white listed entry for the vehicle parked. Staff parking in customer bays will be issued with a single warning notice by the Contractor, followed by a PCN on a second offence.

The Contractor will manage a staff permit database and white list, which will form the basis of staff bay management. Staff bays occupancy and compliance levels reported to the Dashboard.

2.4 Signage, marketing and communications

The Car Park Management Contractor is responsible for the design of signage and other communications in order to ensure clear presentation of car park terms and conditions, tariffs, payment methods and means of contracting the Contractor. The Contractor will submit all signage and other external communications in advance for LUL to approve. LUL will specify the brand identity that will apply to the car parks.

2.4.1 Marketing and communications

The Contractor is responsible for providing and delivering an annual marketing and communications plan, covering the following areas:

- Design, production and dissemination of promotional material
- Use of online, social media and other means of promotion and marketing
- Customer communication pre-contract commencement
- Year 1 marketing and communications activity to drive revenue growth
- Activity to be carried out at each car park – including the additional deployment of marketing / sales focused people - before, during and after the transition to:
 - ANPR operation
 - Bay sensor operation
 - Regular or ad hoc communications to customers

2.4.2 Signage

The Contractor is responsible for the installation and maintenance of all signage in the car parks, including;

- Station car park entrance / welcome signs;
- Tariff boards and payment advice;
- Terms and conditions;
- Limitations of liability;
- CCTV and Help Point signs;
- Directional / wayfinding signs;
- Park Mark signs; and
- Other signs required by LUL in future to address changing circumstances (such as legislation).

LUL requires the Contractor to provide tariff board signage that can be updated frequently, without additional cost, through the use of clip-frames or equivalent method. The Contractors logo must be proportionate and not overly prominent, whilst being visible, so that it is clear that the car parks are London Underground, operated in partnership with the Contractor. Signs must be durable and maintainable across the contract term. The Contractor will be responsible for ensuring that signs are maintained to the following standards at all times:

- Clean and intact;
- Current with all relevant details displayed and up to date, including tariffs;
- Free from graffiti or other unauthorised markings / stickers;
- Securely affixed to posts or other fixtures;
- Compliant with changes to legislation, regulations or standards as might change from time to time, including the updating or PCN or terms and conditions signage, reflecting any changes to BPA rules or regulations.

2.5 Integration with wider TfL activity

The contractor should consider that throughout the duration of the contract commercial opportunities may arise to integrate more closely with TfL activities and opportunities. TfL may require further integration within items such as, but not limited to:

- Oyster payment processing
- Contactless payment processing;
- TfL website;
- TfL dedicated banking facilities.

Throughout the duration of the contract, opportunities may present themselves where the integration and involvement of the contractor will be required. TfL would seek to engage in a positive discussion with the contractor at the relevant time to develop any TfL integration initiative.

2.6 Customer service

LUL requires a high standard of customer service. The Contractor will offer customers a range of ways to contact them, including;

- A single UK based 24/7 customer service centre, providing a telephone contact service, through a local number ;
- The system used to manage calls must include the logging of dropped or missed calls, the time from option selection to speak to an advisor and the call being answered and call durations;
- Where a customer selects an option to speak to an advisor, calls must be answered within 30 seconds;
- Web contact form and email options must be provided, with immediate acknowledgement and response within 48 hours;
- Online web chat service must be provided, with an online advisor being available within 1 minute of option selection;

The performance of the Contractor's contact systems must be automatically measured and reported to the Dashboard at intervals of 10 minutes.

2.6.1 Customer Survey

LUL requires the Car Park Management Contractor to implement and manage an independent half yearly customer satisfaction survey, carried out by a specialist provider, who will be a member of the Market Research Society (MRS).

- The survey will cover all car parks over the course of the year, with half of the portfolio (by number of spaces) being covered by each survey.
- A minimum sample size of 1,000 per survey is required.
- The survey will cover overall satisfaction with the car park, perception of safety and security, value for money and should be anonymous, but include customer postcodes.

LUL will use the results of the year 1 customer surveys, to derive a minimum improvement targets for the remainder of the contract.

2.7 24 hour Control Centre

LUL requires a Control Centre available 24/7 to support the management of car parking and the operation of CCTV systems and Help Points.

2.7.1 CCTV

LUL car parks are covered by comprehensive CCTV systems, and Help Points, both of which are LUL assets. Help Points and CCTV systems are listed in Appendix 5. LUL requires the Car Park Management Contractor to provide a comprehensive management service covering the monitoring and recording of car park CCTV cameras and storing the data produced. The service should be compliant to the Data Protection Act (1998) and the Private Security Industry Act (2001, as amended), as well as the Surveillance Camera Code of Practice (June 2013), which is Pursuant to Section 30 (1) (a) of the Protection of Freedoms Act 2012.

The Contractor is required to operate a 24/7 control centre, to which the CCTV systems and Help Points at the car parks will be connected. CCTV images will be recorded at car park level and also at the Control Centre. The effective management of the systems will contribute to crime reduction strategies, through partnership working with LUL and British Transport Police. The Contractor will make provision for a British Transport Police viewing facility to be located within the M25 area. Provision should also be maintained for CCTV data to be extracted at car park level. The service provider should specify the download speeds that will be available.

The Contractor will maintain CCTV systems at high levels of reliability, including the use of automated, remote diagnostics whereby faults are automatically detected and alerts sent to the Contractor's Control Centre, so that immediate steps are taken for rectification. The Contractor will supplement these diagnostic routines with manual routines performed by Control Centre staff. The Contractor will ensure that faults are rectified within 48 hours of detection for a single cameras failure, 24 hours for the failure of 2 cameras at the same car park and 8 hours for a total system failure at a single car park. LUL requires the Car Park Contractor's maintenance regime to include adequate resources, including spares, to ensure continued system reliability to meet the KPI.

The Dashboard will contain a separate section for each car park, the Car Park File, populated with data specific car park. For CCTV management, this will include a list of the CCTV assets, with a Red / Amber / Green monitor for each CCTV camera. The status monitors will show at all times the condition of the CCTV system as follows:

- Green: system working to required standard
- Amber: system failure but within rectification KPI
- Red: system failure and outside rectification KPI

The Contractor will provide a system that captures the monitoring activity by control centre staff, so that retrospective auditing of the management of each station CCTV system will be available through the car park specific Dashboard pages, including;

- Date and time of last visual check of each camera;
- Date and time of last reactive repair;
- Date and time of planned preventative maintenance visits; and
- Percentage of camera downtime by station car park.

CCTV system performance data will be rolled up to contract level on the main Dashboard pages.

2.7.2 Help Points

LUL requires the Help Points in the car parks to be linked to the 24/7 CCTV Control Centre. The Contractor is required to respond to Help Points, providing 24/7 expert advice and assistance to customers. Help Points will be answered no later than 30 seconds from activation. The exact location of the Help Point within the car park will be automatically identified to the Contractor. Help Points will be maintained at high levels of reliability, as per the KPI in Section 7 of this Specification. Every Help Point failure will be rectified within 48 hours. Each Help Point activation will be automatically reported to the Dashboard. The purpose of the activation will be recorded, as follows;

- Help Point location;
- Test by Contractor staff
- Test by LUL
- Request for car park information
- Request for London Underground information
- Fault report
- Crime report
- Other

The number of Help Point activations will be provided in LUL Periodic Management reports.

2.8 Facilities Management and Maintenance

2.8.1 Environmental Management

LUL requires the Car Park Management Contractor to be accredited to ISO14001 or equivalent for the contract. If such accreditation is not already in place, the Contractor will achieve the accreditation within 12 months of contract commencement. All costs associated with the achievement and maintenance of the ISO14001 accreditation will be borne by the Contractor and are not part of the Operating Costs.

2.8.2 Maintenance

LUL requires a comprehensive cleaning and maintenance service covering all car park assets including payment terminals, surfaces, lining, lighting, CCTV, Help Points, vegetation, fencing and drainage. The following standards form the basis for LUL's requirements for maintenance.

Standard	Subject
S1042	Asset Condition Reporting
1-050	Civil Engineering -Common Requirements
1-052	Civil Engineering -Gravity Drainage Systems
1-057	Civil Engineering -Miscellaneous Assets
1-066	Civil Engineering -Lighting of Assets
1-069	Civil Engineering -Low Voltage Electrical Installations
1-132	Civil Engineering -Premises Barriers and Fencing (Non Lineside)
1-165	Civil Engineering -Landscaping and Vegetation
1-167	Civil Engineering -Operational Boundary Fencing
1-066	Lighting of Underground Assets

LIST OF APPLICABLE LUL STANDARDS

2.8.3 Parking Equipment Maintenance

A list of pay and display machines is attached in Appendix 5.. The Car Park Management Contractors regime for the maintenance of Payment Terminals will include:

- Frontline servicing and fault rectification regimes carried out by the Contractor's staff;
- Maintenance contracts with Parkeon and Sagoss
- Remote management of terminals through back office software programs, enabling the automatic detection of impending or actual faults and triggering alerts to generate immediate action.

Provision of all necessary spare parts will be the responsibility of the Car Park Management Contractor and their Maintenance Contractors, ensuring availability of all necessary spares to meet the maintenance KPIs. Payment terminals will be:

- Well signed and illuminated;
- Kept in a state of good repair and free from graffiti;
- The coin verifier is adjusted as and when they are required (e.g. the Car Park Management Contractor is responsible for incorporating the acceptance of any new or modified coinage within the Contract term); and
- The up-to-date tariff is configured and on display.

The Contractor will manage the fleet of Parkeon Strada pay and display machines and the Sagoss payment terminals, through the back office programmes (Parkfolio for Parkeon and Blink for Sagoss). The Contractor will also carry out:

- Frontline staff activity proactive planned maintenance routines;
- Frontline staff responses to and rectify faults whether identified during staff patrols, or prompted by back office alerts;

The Contractor will manage third party or sub-contractor agreements (for example, with equipment providers), so as to ensure that LUL's KPI for equipment reliability is met. Information from the payment terminal back office software programmes will be a direct feed to the Dashboard, so that each Car Park File will include monitoring and reliability information at individual payment terminal level.

2.8.4 Cleaning

LUL requires the car parks to be maintained to a high standard of cleanliness, including but not limited to;

- Well-presented entrance and exits, customer walkways and soft vegetation areas;

Car parks, structures and equipment are kept free from litter, dirt, broken glass, graffiti and stickers;

- All signage, payment terminals, lighting and CCTV columns to be clean;
- Removal of all graffiti within 48 hours from report (4 hours if graffiti is of an offensive nature)
- Environmentally friendly disposal of waste, consistent with the Contractor's ISO14001 accreditation.

In addition to daily cleaning routines, LUL requires that each car park has a deep clean at a minimum frequency of quarterly. Deep cleaning activity will include the use of CoSHH assessed chemicals to clean equipment, signage, shelters and Help Points. Where car park bay lining has become discoloured these will be cleaned without causing discharge of water to surface drainage systems.

2.8.5 Winterisation

The Contractor is required to ensure that car parks are safe during periods of inclement weather. Grit bins are provided at each car park, these must be maintained and kept replenished with grit at all times. Priority for gritting is to be given to customer walkways, Blue Badge spaces and other areas where footfall is likely to be the highest.

2.8.6 Car park surfaces

The Contractor will carry out inspection and repair of car park surfaces to the standard inherited at the start of the contract.

2.8.7 Car Park Bay Lining

The Contractor is required to maintain all bay marking, including white lining, blue badge spaces, staff bays or others, so that bays are clear, visible and free from oil or other unsightly deposits. All bay lining is to be current parking industry standards, (currently thermoplastic lining, subject to future developments within the parking or highways industries).

Any new spaces created are to be of a minimum length of 4.8m and width of 2.4m. Additional Blue Badge spaces created are to be compliant with British Standard BS8300.

2.8.8 Lighting

The Car Park Management Contractor is required to undertake maintenance of all lighting within the car park boundaries. The Contractor will carry out planned preventative maintenance visits at prescribed frequencies, with defined activity such as light fitting testing or cleaning. Lighting levels are to be maintained at a minimum of 30 Lux across all areas of the car parks when measured at ground level. The Car Park Management Contractor will ensure that lighting as a minimum complies with the requirements of the applicable LUL standards as amended from time to time. For the avoidance of doubt these include but are not limited to, LUL Standard 1066, 'Lighting of Underground Assets'.

All lighting defects are to be rectified no later than 48 hours after fault identification. Lighting faults seriously impacting on car park lighting quality (if more than 2 columns are not working) must be fixed within 12 hours of fault identification. Each lighting inspection must be reported to the Dashboard in real time. Faults identified by either LUL or the Car Park Management Contractor must be uploaded to the Dashboard via the Handheld, when identified and also when rectified.

2.8.9 Vegetation

LUL requires trees, shrubs and weeds to be controlled throughout the car park environment, to ensure high levels of customer satisfaction, a safe and secure environment and retention of Park Mark awards. The Contractor will control vegetation, ensuring:

- Foliage and landscaping is at a height no greater than 2.5 metres;
- Lighting columns and CCTV cameras are not obscured
- Footpaths and parking areas are not subject to encroaching vegetation, so that no obstruction is caused to vehicles or customers
- Vegetation adjacent to footpaths is at a height no more than 0.5 metres.

The Car Park Management Contractor will ensure that their planned schedule of vegetation control is complemented by a reactive vegetation control service. As a minimum, each car park shall be subjected to two attendances in the summer months June to September, followed by three further attendances during the period September to March with a single visit planned for period March to June. The Car Park Management Contractor will ensure that faults are accurately reported and addressed within 48 hours of report.

The Car Park Management Contractor will ensure that landscaping and vegetation as a minimum complies with the requirements of the applicable LUL standards as amended from time to time. For the avoidance of doubt these include but are not limited to, LUL Standards '1-165 Civil Engineering -

Landscaping and Vegetation'. Faults identified during site visits are to be uploaded to the Dashboard with photographic evidence. These are to be reviewed by the Contractor and appropriate action taken to rectify. An audit trail is to be maintained within the Dashboard, at station car park level detailing the action taken as a result of each fault being identified.

2.8.10 Fencing

The Contractor will maintain all car park fencing. The Contractor will ensure inspection of perimeter fences during site visits, identify defects and schedule repairs within 48 hours of fault identification, unless safety of the running line is jeopardised in which case immediate action must be taken to notify LUL representatives and rectify the fault immediately. The Car Park Management Contractor will ensure that fencing as a minimum complies with the requirements of the applicable LUL standards as amended from time to time. For the avoidance of doubt these include but are not limited to, LUL Standards '1-167 Civil Engineering – Operational Boundary Fencing'. All fencing faults identified are to be uploaded to the Dashboard Car Park File during each visit, with photo upload. In the event of a major or critical fault, patrollers are to contact the nominated person within the Car Park Management Contractor immediately to request immediate action.

2.8.11 Cycle Racks

The Car Park Management Contractor will maintain all cycle racks within the car park boundaries (as shown in the station car park plans). This will include keeping the cycle racks clean and free from litter and removing any dilapidated cycles (7 days after having placed a notice on the cycle of intention to remove). Any defects with cycle racks are to be rectified so that the rack can be safely used.

2.8.12 Drainage

The Contractor will be required to keep drainage free flowing and should provide costs for management of drainage, including reactive response to unblock drainage channels and gulleys. The Car Park Management Contractor will ensure that drainage as a minimum complies with the requirements of the applicable LUL standards as amended from time to time. For the avoidance of doubt these include but are not limited to, LUL Standards '1-052 Civil Engineering – Gravity Drainage Systems'. All faults identified with drainage are to be uploaded to the Dashboard at Station Level during each visit, with photo upload. In the event of a major or critical fault, patrollers are to contact the nominated person within the Car Park Management Contractor immediately to request immediate action.

2.9 Additional projects

2.9.1 Bay Numbering

LUL requires all car park bays to be numbered by the end of Contract Year 1. This project will be carried out in conjunction with the provision of customer walkways at a fixed cost.

2.9.2 Customer walkways

LUL requires the development and implementation of customer walking routes by the end of Contract Year 1 for all car parks.

3 Approach to Innovation

3.1 Innovation

LUL requires the Contractor to deliver innovative car park management, with an approach to the deployment of technology so as to provide LUL with a future-proof service, beyond a typical car park

operation. The areas of innovation where LUL requires the Contractor to develop the Contract, include:

- Revenue generation;
- Enforcement;
- Customer service;
- Safety and security management;
- Facilities management and environmental presentation; and
- Ability to collect and utilise data to generate reports that contribute to driving high levels of performance.

LUL requires a Contractor to develop and implement the following future products:

- Corporate accounts;
- Green tariffs;
- Dynamic pricing;
- Variable Message and other digital signage, and
- Other innovation opportunities that emerge during the Contract term.

These innovations will be progressively introduced to the Contract at LUL's discretion.

3.2 Dashboard requirements

LUL requires the development and operation of a secure, online, management information Dashboard that will be separately populated from a mixture of live data feeds and manual activity delivered through the management of the car parks. This is central to the delivery of the Contract. The Car Park Management Dashboard requirements include:

- Live transaction, payment and product data;
- Site visit patrolling records;
- Fault reporting and rectification, driven by live diagnostics;
- System status for CCTV, Help Points and Parkeon / Sagoss terminals with a red, amber, green indication; and
- Recording of costs incurred.

4 Business resilience

4.1 Contingency

LUL requires the provision of car park management services to be robust and resilient, with mitigation of major risks and contingencies for scenarios where services may be interrupted or jeopardised. The Contractor will have a Business Continuity / Disaster Recovery (BC/DR) Policy that covers these risks, including servers and other Information Technology (IT) infrastructure, standards of data security, back

up and redundancy processes. Within three months of contract commencement, a bespoke BC/DR procedure document and plan will be provided by the Contractor.

5 Contract Management Proposals

5.1 Wider resources

LUL requires a Car Park Management Contractor that can provide wider expertise and resource to support the dedicated resources within the Contract. This includes expert support in the fields of:

- Human Resources;
- Information and Communications Technology;
- Parking Equipment management and maintenance;
- Customer Service;
- CCTV and Help Point management;
- Technical services, including car park development; and
- Financial administration and reporting.

The service provider should identify the wider resources committed to delivering and supporting the Contract, including key personnel that will be responsible for this supporting activity. Overall accountability at senior level should be described, including the reporting line through to Board level that the Contract Manager will benefit from.

5.1.1 Park Mark Safer Parking Awards

The Car Park Management Contractor will ensure that all car parks retain their Park Mark Award.

5.2 Managing ANPR and Bay Sensor Contractors

The Contractor is LUL's Nominated Representative for the management of the ANPR and Bay Sensor systems deployed under separate Contracts. The Car Park Management Contractor will manage the KPI regimes for the ANPR and Bay Sensor Contractors, ensuring that the services are delivered to LUL's Specification. The Car Park Management Contractor will lead the integration of the technology deployments into the overall car park management services, ensuring that customers are presented with a seamless transition to new payment and operational regimes.

5.3 Tablet or other Handheld Device

The Car Park Management Contractor and its staff will be equipped with a Handheld terminal, which will provide a comprehensive tool supporting Dashboard management, PCN enforcement, condition monitoring and fault reporting. The Handheld should feature at least the following functionality;

- GPS monitoring of location, so that staff attendance at car parks is automatically logged to the Dashboard
- An interactive map of each car park allowing individual assets to be listed and selected for fault reporting
- The service provider should propose ways of linking asset information to the maps and Dashboard e.g. bar-codes, QR codes or other asset tags.

- A facilities management platform that allows reporting of all faults and photographic upload to the Dashboard
- Receiving 'call to action' prompts from the Dashboard to attend to specific issues (e.g. receipt replenishment of payment terminals)
- Issuing of Parking Charge Notices (PCN) through a wirelessly connected printer.

The reporting of deficiencies to the required standards uploaded through the Handheld to the Dashboard will be undertaken regardless of whether the fault / failure is detected by the Contractor, its sub-contractors or by LUL. KPIs for Facilities Management items as provided in Section 7 of this Specification will be measured against successful delivery of fault rectification within required timeframes, not the existence of a fault or failure. Therefore, if faults are rectified according to the KPI timescale, the KPI will have been met. However, faults detected by LUL that have not been picked up already by the Contractor will be liable to twice the Abatement as those that the Contractor has already uploaded to the Dashboard.

Each uploaded item to the Dashboard that relates to FM activity will have a unique reference, including the site code. This should be automatically generated through GPS, when on site.

5.4 Mobilisation plan

LUL requires the Car Park Management Contractor to deliver its agreed Mobilisation Plan, which will cover:

- Pre-commencement preparations, including TUPE;
- Design, development and procurement of any systems or enhancements to systems, required in order to meet the Specification, including population of the Dashboard;
- Establishment of payment capabilities, including ensuring successful acceptance of card payments from the first Contract day;
- Taking over CCTV and Help Points, connecting these to the 24/7 Control Centre; and
- Contract commencement, detailing the specific steps required to ensure effective car park operations from day one, covering activity during the first 100 days of the Contract.

The plan should be a narrative, plus project plan in Gantt chart format.

5.4.1 Takeover certificates

On completion of the ANPR installation at each site, the demonstration to LUL and its Nominated Representative that all equipment is:

- Fully functional;
- Populated as an asset to the relevant page of the Dashboard;
- Covered by the Contractor's back office software programme(s) and maintenance regimes; and
- Ability to achieve the relevant KPI level.

A Takeover certificate shall be issued which shall deem acceptance of the ANPR system at the relevant car park. The issue of the Takeover Certificate is subject to and at the discretion of LUL's and its Nominated Representative's satisfaction that the installation is complete and fit for purpose.

6 Management Information Reports

6.1 Management Information Dashboard

LUL requires a secure online Dashboard of management information, which will be used to manage all reporting including the real time performance against Revenues, Costs and KPIs. The Dashboard includes all transaction and revenue data, customer service performance and customer satisfaction, facilities management activity including fault reporting and audits, cost management and, following the deployment of technology interventions, the outputs of ANPR and Bay Sensor systems.

As well as a roll up summary of performance information the Dashboard contains a Station File for each car park, that monitors performance at Station Car Park level, including faults, facilities management activity, equipment reliability, transactions and revenues, as well as ongoing records of costs (where these are allocated to station car park level). The information at car park level is required to roll up to a series of high level indicators and ongoing measurement of performance against KPIs.

6.1.1 Cost Management and Reporting

Operational costs incurred are to be reported through the Dashboard Contract P&L. Costs for each LUL period are to be finalised within 10 days after the end of each LUL period and included in the LUL periodic report. Accruals, reversals and actual incurred / invoiced costs must be clearly outlined. An auditable systems of invoices and other cost evidence must be kept by the Car Park Management Contractor, for LUL periodic inspection.

6.2 Client Liaison and reporting

6.2.1 Reports

Whilst information relating to the operation of the Contract will be held within the Dashboard and available to both LUL and the Car Park Management Contractor at all times, a report structure will be required to identify the issues, trends and actions that demonstrate the Car Park Manager's operational excellence. Frequency and content of reports required are:

6.2.2 Weekly Flash Report

This is a trading update, issued after the week concerned. The Flash Report includes revenue performance by car park and by payment channel against previous year and budget, plus a signpost of high level issues, ensuring a no-surprises culture is maintained.

6.2.3 LUL Periodic Report

This report provides analysis of the previous LUL periods performance against KPIs and a focused narrative description of activity. It is issued by the Car Park Management Contractor no later than 10 days after the Period end.

6.2.4 Quarterly Report

Each Quarter, the LUL Periodic report will be enhanced into a Quarterly Business Review Report. This will contain the usual LUL Periodic report content, with a Quarterly summary and trend information on revenues, costs and KPI performance.

6.2.5 Contact and Meeting Structure

The Car Park Contract Manager will be available to LUL's Nominated Representative during normal working hours and will appoint a nominated deputy during periods of leave. Regular telephone and email communication will be maintained. In addition, the following formal meeting and reporting structure will be adopted.

6.2.6 LUL Period

Periodic meetings will take place between the Contract Manager and LUL's Nominated Representative, after each LUL Period end. These are diarised and cannot be deputised.

6.2.7 Quarterly Business review

This meeting replaces the LUL Periodic Review each Quarter and includes a wider discussion of performance, including the outcomes of audits, Customer Satisfaction Surveys and revenue / cost trends. Senior representatives of the Car Park Management Contractor will attend.

6.2.8 Annual Business Review

The fourth Quarterly Business Review includes analysis of the year and a wash up of KPI performance and Incentive / Penalty payments.

6.3 Auditing

All aspects of the Contract will be auditable. The Contractor will reconcile all revenues banked to the dedicated bank account against transactions on a daily, weekly and LUL period basis. The audit trail will provide details from the level of Terminal ID and Merchant ID at car park level, through to cash collection matching of terminal transaction records with cash received (including the use of Parkfolio or Blink for payment terminal revenue reconciliation). The overall reconciliation of cashless payments with car park level transactions will be included in the weekly revenue trading report.

6.3.1 Quality Management and Auditing

The car park ambient and environmental presentation is critical to customer satisfaction and retention of Park Mark awards and will be measured and managed through a Quality Management System. LUL will carry out independent audits and joint audits with the Contractor, which will contribute to management and measurement of KPIs.

7 Quarterly Performance Regime and Key Performance Indicators

The Quarterly Performance Regime shall be used as a joint management tool to drive improvement and deliver high standards of customer service, revenue generation, facilities management and environmental presentation. Quarterly performance against KPIs will be reported through the Dashboard and either system generated or input by the Car Park Management Contractor's staff or sub-contractors. The Contract includes performance related incentives for exceeding minimum standards of revenue and cost performance and Abatements for shortfalls against the KPI regime. The Performance Regime contains three elements;

7.1.1 Car Park Operations

The Contract will be managed through the measurement of operational delivery of Key Performance Indicators (KPIs). The KPI table contains the standards required by LUL and the parameters against which these will be measured. For the avoidance of doubt, each time that the KPI performance falls below the required percentage, the Abatement listed in the KPI table will be applied. For example, if the KPI is 98%, a score of 97.9% will incur an Abatement, a score of 96.9% will incur two Abatements.

7.1.2 Revenue maximisation

A Revenue Threshold (T) will be set for each contract year, taking into account the 2013/14 actual revenues, the 5 year revenue forecast, tariff increases and technology deployment. The Car Park

Management Contractor will be a paid a 15% incentive payment (**IP**) for Actual Revenue Performance (**R**) over the Revenue Threshold, based on the following formula:

$$\text{Incentive Payment} = (\text{Revenue-Threshold}) \times 15\%$$

7.1.3 Exclusions to revenue incentive regime

LUL, as specifier of tariffs, excludes the impacts of tariff increases from the revenue incentive calculation. LUL also excludes the investment into expansion of capacity at any car parks from the revenue incentive calculation, or new car parks to be included into the portfolio.

7.1.4 Cost reduction

The Car Park Management Contractor will be responsible for delivering to annual budgets. Unauthorised overspends will be borne by the Contractor. The Car Park Management Contractor will be incentivised to deliver operational costs below budget, as follows:

Incentive Payment	Delivery below budget	Incentive payment to Contractor
Level 1	1-5%	10%
Level 2	6-10%	12.5%
Level 3	11-15%	15%
Level 4	> 15%	17.5%

COST REDUCTION INCENTIVE PAYMENTS

The cost reduction incentive is calculated annually and applied as a single calculation against the audited end of year budget statement.

7.1.5 Key Performance Indicator Abatements

The table of Key Performance Indicators in Section 9 of this document provides a quantification of the levels of performance required from the Car Park Management Contractor. The table lists the extent to which Abatements will be applied against levels of under-performance against KPIs. At the end of each LUL Period the percentage performance shall be calculated by comparing the score to the each relevant KPI in accordance with the following:

X = B-A		
"A"	=	% score
"B"	=	KPI level
"X"	=	+% or -% performance

ABATEMENT CALCULATION FORMULA

The score at “X” shall then have the relevant Abatement applied, (provided that the reason for non-performance is not due to any act or omission on the part of LUL or its representatives). The Abatements shall be added together and shall be cumulative each LUL Period. At each Quarterly Business Review, the outcome of the previous Quarter performance regime will be calculated and a financial adjustment to the management fee will be made. The relevant financial adjustments will be applied and added to or subtracted from the next invoice from the Car Park Management Contractor.

7.1.6 Default Trigger Levels

There are 14 KPIs, all of which have equal weighting and are measured periodically, with scores evaluated and financial reconciliation carried out at each Quarterly Business Review. The Customer Satisfaction Survey is only recorded on a 6 monthly basis and financial reconciliation will be carried out at the Annual Business review. In addition to the Abatement regime, there are two scenarios where the Contractor may be in default as measured at the QBR, when the termination Clause 24 of this Contract can be applied. These are;

1. If performance against the same 4 individual KPIs is below the trigger point for a whole Quarter
2. If on average over a Quarter, 8 of any of the 14 KPIs are below the trigger, as follows:

$$D = N/P$$

Where:

D = Default event

N = Number of KPIs in default per period, added together

P = Number of Periods in the Quarter (this will be either 3 or 4)

The trigger point is 5% below the KPI, except for the Customer Satisfaction Survey KPI which is 10% below the KPI for 2 consecutive review periods (which will be set after the first survey).

7.1.7 Enforcement performance regime

With reference to Section 4.3 Enforcement, an incentive regime will operate to ensure effective enforcement. As long as the Contractor exceeds the KPI for minimum PCN recovery, an incentive regime will operate as follows. The percentage incentive relates to total PCN revenues collected, minus total costs of collection.

Incentive Payment	Recovery Rate	Incentive payment to Contractor
Level 1	61-70%	10%
Level 2	71-80%	12.5%
Level 3	81-90%	15%
Level 4	> 90%	17.5%

PCN INCENTIVE PAYMENT FORMULA

KPI ref	Activity Description Level	Minimum KPI levels	Frequency of measurement of KPI	Method of monitoring service	Impact of under performance	Default trigger point
A1	Number of visits to be reported via the Handheld system	98%	LUL Period	Dashboard populated through Handheld, failures uploaded to Dashboard by Control centre.	For each percentage point below 98% an Abatement of £500 will be applied.	93%
A2	The Car Park Management Contractor Provider will achieve 100% of all contracted visits each period.	100%	LUL Period	Dashboard populated by Handheld.	For each percentage point below 100% an Abatement of £500 will be applied.	95%
A3	PCN recovery rates will reach an overall percentage of 60% of each PCN issued, within 6 months of contract commencement.	60%	LUL Period	Provision of PCN input to Dashboard by back office processing system.	for each percentage point below 60%, an Abatement of £500 will be applied.	55%
A4	Calls to the Car Park Management Contractor Providers Customer Service Centre are answered in 30 seconds after option selection.	97%	LUL Period	System generated and input to Dashboard.	For each percentage point below 97%, an Abatement of £500 will be applied.	92%

A5	The CCTV systems at all LUL car parks will be available for monitoring and recording in accordance as per the Specification section 4.6.	100%	LUL Period	System generated and input to Dashboard.	For each percentage point below 100% an Abatement of £500 will be applied.	95%
A6	The Contractor shall ensure that all elements of the CCTV system for LUL car parks are maintained and fit for purpose, including the availability of recorded information for download by authorised persons. Each failure of any part of the end to end CCTV system will be rectified within 48 hours of fault identification.	100%	LUL Period	System generated and input to Dashboard.	For each car park CCTV system not rectified within 48 hours, an Abatement of £500 per day will be applied.	95%
A7	The Contractor shall ensure that all existing Help Points within the Car Parks are maintained and fit for purpose. Each Help Point failure will be rectified within 48 hours of fault being identified.	100%	LUL Period	System generated and input to Dashboard	For each Help Point not rectified within 48 hours, an Abatement of £500 per day will be applied.	95%
A8	All Help Point activations shall be answered by the 24/7 Control Centre within 30 seconds.	100%	LUL Period	System generated and input to Dashboard	For each Help Point not rectified within 48 hours, an Abatement of £500 per day will be applied.	95%
A9	Lighting faults will be rectified within the required timescales.	95%	LUL Period	System generated and input to Dashboard	For each percentage point below 95%, an Abatement of £500 will be applied.	90%

A10	Overall customer satisfaction with Car Park Management Contractors.	Baseline: score from 2014 Satisfaction Survey	Half Yearly	Customer Satisfaction Survey Results	For each percentage point below the baseline, an Abatement of £500 will be applied	10% below baseline
A11	Vegetation faults will be rectified within 48 hours of notification.	98%	LUL Period	System generated and input to Dashboard	For each percentage point below 98%, an Abatement of £500 will be applied.	93%
A12	All temporary repairs to surface, fences, boundaries, drainage, structures and equipment are to be undertaken within 48 hours of notification.	100%	LUL Period	System generated and input to Dashboard, supported by audit	For each percentage point below 100%, an Abatement of £500 will be applied.	95%
A13	Full and permanent repairs to surface, fences, boundaries, drainage, structures and equipment are to be undertaken within 14 days of notification.	99%	LUL Period	System generated and input to Dashboard, supported by audit	For each percentage point below 99%, an Abatement of £500 will be applied.	94%
A14	All car parks shall be accredited to the Park Mark safer Parking scheme	100%	LUL Period	British Parking Association and British Transport Police Audit	Any car park that fails its accreditation, will result in the application of an Abatement of £500 per LUL Period, until the car park secures re-accreditation.	95%

SCHEDULE 4

Charges

Charges for Managing and Operating the Car Parks

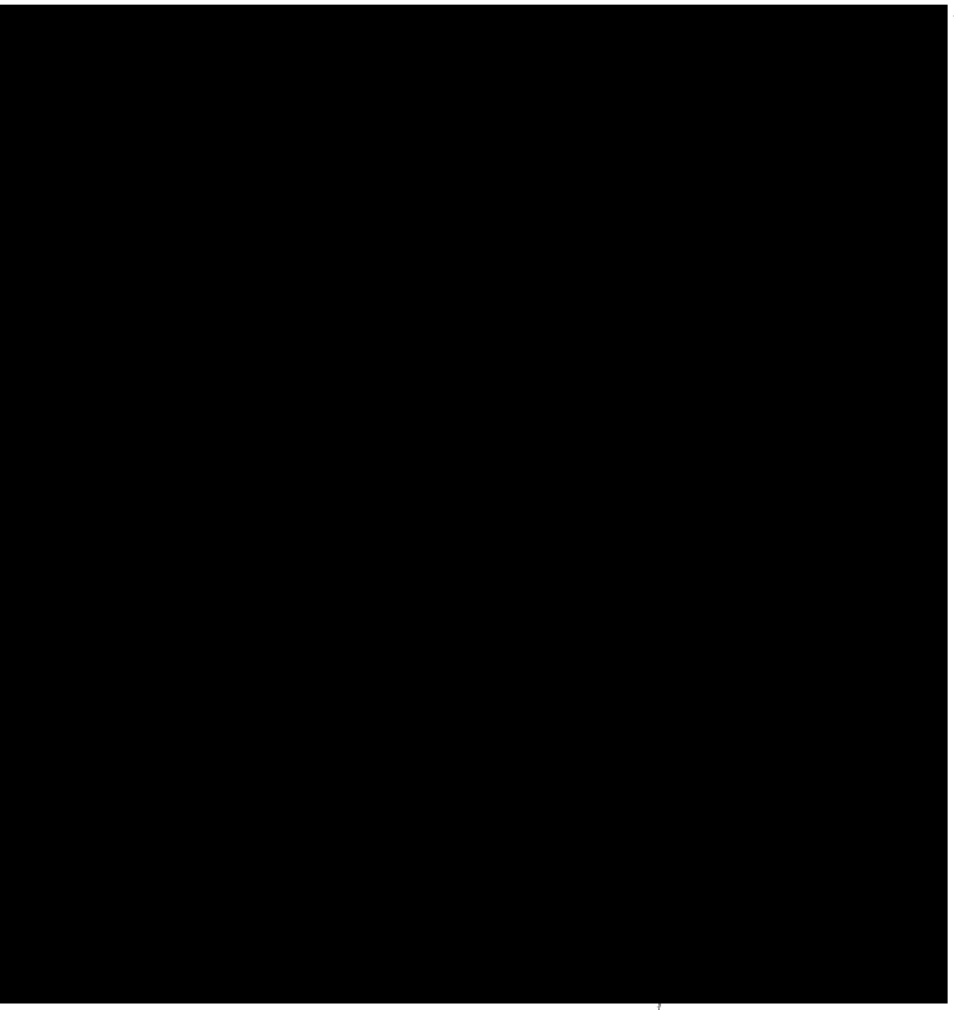
1. Contract Price

- 1.1 The Charges for managing and operating the Car Parks shall be capped for the first two years of the Contract from the Services Commencement Date ("the Charges Cap"). Thereafter with effect from the second anniversary of the Services Commencement Date and on each subsequent anniversary of the Services Commencement Date, the Charges Cap shall be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in the Retail Price Index (RPI) between its rate last published (as final) immediately before such anniversary and its rate published (as final) twelve months before that. In this clause, RPI shall mean the Retail Prices Index, as published by the Office of National Statistics.
- 1.2 The Charges for the first two years from the Services Commencement Date assume that the installations for ANPR and Bay Sensors are implemented in accordance with the programme timescales identified in the Specification. If these programme timescales are delayed or not implemented in full then the Charges Cap will be adjusted to reflect the revised ANPR and Bay Sensor programme timescales. These revised costs will be agreed by LUL and the Service Provider at the nearest quarterly Contract Review meeting based on the existing cost base at each Car Park.
- 1.3 The annual Charges for each Car Park are as follows and reflect the following principles:
- the Service Provider will be entitled to recover as Charges, costs actually incurred by the Service Provider in providing the Services provided that the Service Provider will not be entitled to recover costs which in aggregate are in excess of the applicable Charges Cap;
 - the costs actually incurred by the Service Provider will be calculated in accordance with principles and budgets agreed with LUL annually;
 - the costs actually incurred by the Service Provider will be capable of review by LUL on an open book basis [in accordance with the provisions of this Contract including Clause 20 and Schedule 7].

Contract Staff

	2016/17	2017/18	2018/19	2019/20	2020/21
Dedicated resource:					
Contract Manager	£				
Contract Supervisory Staff	£				
Contract Frontline Staff	£				
Contract Administration Staff	£				
Total direct staff costs	£				
Contributing Resource:					
Non dedicated Management / Supervision	£				
Non dedicated staff	£				
Head office support	£				
Finance	£				
Human Resource	£				
ICT	£				
Marketing	£				
Other	£				
Total non-direct staff / support costs	£				
Customer Contact / Operational Control:					
Dedicated resource	£				
Non dedicated resource	£				
Sub-contracted activity	£				
Control room IT/Telephony charges					
Total Customer contact / operational control	£				
Non ANPR enforcement costs					
ANPR enforcement costs					
Tablet / Handheld Device	£				
ANPR Management					
Marketing	£				
Signage	£				
Customer Survey	£				
Day Sensor Management	£				
CCTV Maintenance	£				
Help Point Maintenance	£				
Surfacing					
Planned Preventative maintenance / inspection	£				
Allowance for reactive maintenance activity	£				
Materials / consumables	£				
Total	£				
Painting					
Planned	£				
Reactive	£				
Other	£				
Total	£				
Winterisation					
Allowance for reactive response to inclement weather	£				
Materials / consumables	£				
Total	£				
Cycle racks					
Cost for provision of a reactive repair service					
Cost for cleaning of cycle racks	£				
Total	£				
Lighting					
Planned Preventative maintenance / inspection	£				
Allowance for reactive maintenance activity	£				

Station	£
Planned Preventative maintenance / inspection	£
allowance for reactive maintenance activity	£
materials / consumables	£
Total	£
Painting	
Staff	£
Sub-contractors	£
materials / consumables	£
Other (itemise)	£
Total	£
Cleaning	
Staff	£
Sub-contractors	£
materials / consumables	£
graffiti removal	£
Other (itemise)	£
Total	£
Drainage	
Planned Preventative maintenance / inspection	£
allowance for reactive maintenance activity	£
Total	£
Signage and display maintenance	
Total Parking Equipment Maintenance	£
Operational Costs	£
TOTAL OPERATING COSTS	£
Management Fee	



↓
 RD
 08/12/14

ENFORCEMENT COSTS SCHEDULE- REVISED SCHEDULE

Non ANPR PCNs

Issue and uploading of PCN to back office, per PCN

Recurring or ongoing costs of back office system (total)

Costs of pursuing unpaid PCNs (total)

Cost of POPLA appeals (per POPLA case)

Total

	Quantity:	
	Mobilisation	Year 1
Issue and uploading of PCN to back office, per PCN	£ -	£
Recurring or ongoing costs of back office system (total)	£ -	£
Costs of pursuing unpaid PCNs (total)	£ -	£
Cost of POPLA appeals (per POPLA case)	£ -	£
Total	£ -	£

Comments

Includes: Per PCN issued cost, Printing and Postage (Plus RPI) Back office costs are included in the £3.60 above
 This is the DVLA cost (plus RPI) - we assume that 60% of PCN's issued will require a DVLA enquiry (40% will pay on receiving initial pcn)
 We do not charge for POPLA appeals as we use it as an opportunity to improve our process across the wider business.

ANPR PCNs

Cost for undertaking manual reconciliation and creating daily contravention file

Recurring or ongoing costs of back office system (total)

Costs of pursuing unpaid PCNs (total) 2.50

Cost of POPLA appeals (per POPLA case)

Total

	Quantity:	
	Mobilisation	Year 1
Cost for undertaking manual reconciliation and creating daily contravention file	£ -	£
Recurring or ongoing costs of back office system (total)	£ -	£
Costs of pursuing unpaid PCNs (total) 2.50	£ -	£
Cost of POPLA appeals (per POPLA case)	£ -	£
Total	£ -	£

This includes manpower for Blink corrections at £48,000 annualised (total cost). Although the quantity of PCN's issued is identified at zero for year 1, we would still carry out this task to prove the technology. This also includes the Issue and uploading of PCN's to back office, at a cost of £3.60 per PCN.

This includes the dvla enquiry cost of £2.50 per PCN, the PCN issuing costs for printing and postage are included in line 12
 We do not charge for POPLA appeals as we use it as an opportunity to improve our process across the wider business.

SCHEDULE 5

Payment Procedures

1. Payments for Managing & Operating the Car Parks

- 1.1 Subject to paragraph 1.4 of Schedule 15 relating to invoicing for installations and civil engineering works, LUL will pay to the Service Provider 1/13th of the annual Charges (as detailed in Schedule 4, Clause 1.2.) each Period in accordance with the TfL Period Calendar as set out in Appendix A1 of Schedule 3 for providing the Services including operating and managing the Car Parks. The Service Provider shall invoice LUL every 4 weeks at the start of the Period and will be paid by BACS transfer within 30 days of a correctly presented invoice.

2. Revenue Payments by the Service Provider

- 2.1 All Car Park Revenue will be collected by the Service Provider, in accordance with Section 7 of Schedule 3, and paid into a dedicated Bank Account.
- 2.2 The Service Provider will make payment to LUL every two weeks in arrears, of all Car Park Revenue collected whilst undertaking the Services. This payment will be net of VAT. All sums payable under this Contract by the Service Provider and which may be subject to VAT (or any other tax whether existing or future which is assessed on the basis of Value Added or transferred) shall be considered to be tax exclusive sums and any VAT (or such other tax) shall be invoiced by LUL and payable to LUL by the Service Provider in addition thereto in accordance with the VAT Act 1994, but shall exclude the amount of VAT (or any such other tax) charged by the Service Provider on services supplied by the Service Provider to Customers and for which the Service Provider is required to account to HM Revenue & Customs.

3. Incentive Payments

3.1 Revenue Threshold Target Incentive Payment

- 3.1.1 A revenue threshold (calculated exclusive of VAT) will be set for each Car Park for each Year, consisting of LUL's reasonable expectations of Car Park Revenues to be generated ("Revenue Threshold"). For the twelve month period following the Services Commencement Date, this will consist of the (net of VAT) Car Park Revenue for the previous twelve month period, adjusted by the level of increase in the daily peak tariff over the year. This is detailed in Schedule 3, the Specification, clause 7.1.2.
- 3.1.2 In calculating the Revenue Threshold, if the daily peak tariff for cash payments is different to the daily peak tariff for cashless payments, the proportion of revenues generated through cashless and cash channels will be taken into account and the respective cashless and

cash tariff increases over the previous year will be applied to the proportion of revenue generated through each channel. The formula for the calculation of the Revenue Threshold is as follows:

$$RT = ((CLB \times CLT) + (CB \times CT))$$

Where:

RT is the new Revenue Threshold;

CLB is the Cashless Base Car Park Revenue generated by cashless transactions during the prior year;

CLT is the new Cashless Tariff as a percentage of the old Cashless Tariff;

CB is the Cash Base Car Park Revenue generated by cash transactions during the prior year; and

CT is the new Cash Tariff increase as a percentage of the old Cash Tariff.

- 3.1.3 If the Car Park daily peak tariffs are changed at varying times to the anniversary of the Services Commencement Date, the number of days that each tariff has been in effect will be used to proportionately calculate the Revenue Threshold. The formula for this calculation is:

$$RT = ((BR / 365 \times D_1 \times T_1) + (BR / 365 \times D_2 \times T_2))$$

Where:

RT is the new Revenue Threshold

BR is the base revenue

D₁ is the number of days the tariff in operation in the first part of the year was in effect

T₁ is the tariff in operation in the first part of the year as a percentage of its predecessor tariff

D₂ is the number of days the tariff in operation in the second part of the year was in effect

T₂ is the tariff in operation in the second part of the year as a percentage of the previous tariff (**T₁**).

- 3.2 The separate calculation for the cashless and cash tariffs in accordance with Clause 3.1.2 of this Schedule, will be taken into account when undertaking this calculation, thereby the calculation will be performed for both.

- 3.3 LUL may, at its discretion, expand capacity at the Car Parks in accordance with Schedule 9. Increases or decreases in capacity up to the level of 20% of existing capacity at a Car Park will not result in a change to the Revenue Threshold. Increases or decreases in excess of 20% of existing capacity at a Car Park will result in a reasonable adjustment to the Revenue Threshold reflecting the investment by LUL in new capacity. Until such adjustment is agreed, the existing Revenue Threshold will continue to apply.
- 3.4 LUL may add new Car Parks to the Contract and may also remove Car Parks from the Contract in accordance with Schedule 9. Additionally, LUL may add Car Parks to the Contract under its other current or future operations. In the event of new Car Parks being added to the Contract, the Service Provider will submit an operational proposal, detailing the provision of Services, Car Park Equipment and technology to be deployed. The proposal will include a full breakdown of costs for all aspects of the operation and management of the new Car Park. The Service Provider will demonstrate that such costs are comparable to costs for the operation and management of existing Car Parks. The Revenue Threshold for future incentives will be calculated after one full calendar year after addition of the Car Park to the Contract. Similarly, any Cost Reduction Incentive under paragraph 3.9 will be available only after one full year of operation.
- 3.5 In the event that existing Car Parks are withdrawn from the Contract, the Service Provider will submit a cost reduction proposal, reflecting a reduction in operations and management activity. No Revenue Incentive payment will be available for any Car Park once it is withdrawn from the Contract
- 3.6 The Revenue Threshold for all Car Parks will be combined to form the Aggregate Revenue Threshold for the whole Contract.
- 3.7 At the Annual Business Review, in accordance with Schedule 7, the actual Car Park Revenue performance will be reported. If the actual Car Park Revenue performance is greater than the Aggregate Revenue Threshold, a Revenue Incentive Fee equivalent to 15% of the difference will be payable to the Service Provider. The Revenue Incentive Fee (if achieved) shall then be paid by LUL to the Service Provider within 30 days of presentation of an invoice for the agreed amount.
- 3.8 **Enforcement Revenue Incentive Target Payment**
- The Service Provider shall be entitled to an incentive payment in accordance with the details outlined in section 7.1.6 of Schedule 3 (the Specification). The Enforcement Payment Regime will be reviewed at the Annual Business Review and if any incentive payment has been achieved payment will be made by LUL to the Service Provider within 30 days of presentation of an invoice for the agreed amount.
- 3.9 **Cost Reduction Incentive Target Payment**
- The Service Provider shall be entitled to an incentive payment in accordance with the details outlined in section 7.1.4 of Schedule 3 (the Specification).

The Cost Reduction Incentive Target Payment will be reviewed at the Annual Business Review and if any incentive payment has been achieved payment will be made by LUL to the Service Provider within 30 days of presentation of an invoice for the agreed amount.

3.10 Key Performance Indicator Abatements

If the Service Provider is liable for any Abatements for failing to meet the KPI targets listed in Schedule 3, the Specification, clause 7.2 the Abatements will be deducted from the next Periodic Payment due to the Service Provider in accordance with Schedule 4, The Charges, clause 1.2, following the Quarterly Business Review Meeting.

SCHEDULE 6

Contract QUENSH Conditions



F0780 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard S1552 "Contract QUENSH Conditions"

Issue No.: A15

Issue date: August 2013

Review date: August 2018



Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

How to complete the menu

1. The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
2. The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
 - (1) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
 - (2) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
 - (3) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
 - (4) The menu shall be subject to project version and document control.

Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.



Contract menu
Requirements in QUENSH

Applicable requirements identified by Client		Identified by Supplier		
Section	Topic	Y / N	Agreed? Y / N	Reference to explanation
4	Agreement of the applicable QUENSH contract conditions			
5	Supplier's selection of sub-contractors	Y	Y	
6	Identification of Safety Critical Activities	Y	Y	
7	Works Environmental Management	Y	Y	
8	Emergency Plan	Y	Y	
9	Method Statements	Y	Y	
10	Health, Safety and Environment File	Y	Y	
11	Pre-start health, safety and environment meeting	Y	Y	
12	Supplier's site induction	Y	Y	
13	Site Person in Charge	N	N	
14	Staff requirements			
14.1	Behaviours			
14.1.1	Alcohol and drugs	Y	Y	
14.1.2	Control of hours worked	Y	Y	
14.2	Knowledge			
14.2.1	English language	Y	Y	
14.2.2	Access Card and Worksite Briefing	Y	Y	
14.2.3	Visitors to sites	Y	Y	
14.3	General competence			
14.3.1	Evidencing competence of safety critical staff	Y	Y	
14.3.2	Identification of safety critical staff	Y	Y	
14.3.3	Competent external safety critical personnel	Y	Y	
14.3.4	Training	Y	Y	
14.3.5	Asset specific competence	Y	Y	
14.4	Medical requirements	Y	Y	

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Applicable requirements identified by Client		Other documents / Comments	Y / N	Identified by Supplier
Section	Topic		Y / N	Agreed? Y / N Reference to explanation
14.5	Identification of Suppliers staff		Y	Y
14.6	Clothing		Y	Y
15	Permits and licences			
15.1	LU specific permits and licences		Y	Y
15.2	Permits, licences and certificates for Supplier's staff		Y	Y
16	The Principles of Access			
16.1	Introduction		N	N
16.2	Access to Stations		N	N
16.3	Access to Track		N	N
16.4	Access to depots		N	N
17	Applying for Planned Access			
17.1	Introduction		Y	Y
17.2	Private Finance Initiative Suppliers and Third parties		Y	Y
17.3	Suppliers contracting with Tube Lines		N	N
18	Applying for Generic Access		N	N
18.1	Constraints that apply to Generic Access		Y	Y
19	Access for fault repair		Y	Y
20	Operational Assurance		Y	Y
21	Closures and possessions			
21.1	Requirements for closures		N	N
21.2	Requirements for possessions		N	N
22	Controls at point of access			
22.1	Publication of works		Y	Y
22.2	Checks at point of access		Y	Y
22.3	Signing-on with the Station Supervisor - The Station Visitors Record Sheet and Person in Charge Evacuation Register (PICER)		Y	Y
22.4	Track specific requirements			
22.4.1	Protection Master		N	N
22.4.2	Possessions (Possession Master, Technical Officer, Cable Lineman, Signal Operator, etc.)		N	N

Error! Reference source not found.



Applicable requirements identified by Client		Other documents / Comments		Identified by Supplier	
Section	Topic		Y / N	Agreed? Y / N	Reference to explanation
23	Removal of supplier's personnel from LU Premises		Y	Y	
24	Incidents		Y	Y	
25	Notification of regulatory concern or action		Y	Y	
26	Confidential Incident Reporting and Analysis System (CIRAS)		Y	Y	
27	Monitoring				
27.1	LU inspections		Y	Y	
27.2	Monitoring the supply chain		Y	Y	
27.3	Health, safety and environmental audits, inspection and tours by the Supplier's personnel		Y	Y	
27.4	Work location inspection and audit		Y	Y	
27.5	Timescales for rectifying non-compliances		Y	Y	
28	Radio transmitters and transceivers		Y	Y	
29	Mobile phones		Y	Y	
30	Knives		Y	Y	
31	Site health, safety and environment committee		Y	Y	
32	Site housekeeping and security		Y	Y	
33	Accidental damage, obstruction or interference with assets		Y	Y	
34	Delivery of materials		Y	Y	
35	Conveyance of loads				
35.1	Conveyance of loads on lifts and escalators		N	N	
35.2	Conveyance of hazardous materials and substances		N	N	
36	Asbestos (non asbestos removal projects)		Y	Y	
37	Working in or near lifts and escalators		N	N	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y	Y	
39	Working on or about the track		N	N	
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		Y	Y	
41	Entering areas with gaseous fire suppression systems				
42	Fire prevention		Y	Y	

Error! Reference source not found.



Applicable requirements identified by Client		Other documents / Comments	Y / N	Agreed? Y / N	Identified by Supplier Reference to explanation
Section	Topic				
42.1	General requirements		Y	Y	
42.2	Temporary fire points		Y	Y	
42.3	Timber		N	N	
42.4	Composites		N	N	
42.5	Sheeting materials		N	N	
42.6	Gas cylinders				
42.6.1	Use of gas cylinders in below ground locations		N	N	
42.6.2	Storage of gas cylinders (above ground)		Y	Y	
42.7	Flammable and highly flammable materials				
42.7.1	Use of flammable and highly flammable materials below ground		Y	Y	
42.7.2	Storage of flammable and highly flammable materials below ground		N	N	
43	Hot work and fire hazards				
43.1	Hot work		N	N	
43.2	Reasonable notice of works		N	N	
43.3	Precautions				
43.3.1	Buildings, assets etc.		N	N	
43.3.2	Gas cylinders		N	N	
43.3.3	Gas detection		N	N	
44	Storage				
44.1	General requirements for storage		Y	Y	
44.2	Trackside storage		Y	Y	
44.3	Hazardous materials and substances		Y	Y	
44.4	Allocation of space on operational property		Y	Y	
45	Plant and equipment		Y	Y	
46	Clearance approvals		Y	Y	
47	Access equipment		Y	Y	
48	Temporary works		Y	Y	
49	Temporary fences and hoardings		Y	Y	
50	Temporary lighting and power supplies				
50.1	General requirements		Y	Y	

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Applicable requirements identified by Client		Other documents / Comments	Y / N	Agreed? Y / N	Identified by Supplier Reference to explanation
Section	Topic				
50.2	Lighting in tunnels and shafts		N	N	
51	Screening of lights and positioning		Y	Y	
52	Environmental requirements				
52.1	General environmental requirements		Y	Y	
52.2	Environmental nuisance		Y	Y	
52.3	Water		Y	Y	
52.4	Waste management		Y	Y	
52.5	Noise and vibration		Y	Y	
52.6	Archaeology, historical interest and listed buildings		Y	Y	
52.7	Wildlife and Habitats		Y	Y	
52.8	Resource Use		Y	Y	
52.9	Pest control		Y	Y	
52.10	Land and water pollution prevention		Y	Y	
53	Quality requirements				
53.1	Records		Y	Y	
53.2	Retention period		Y	Y	
53.3	Availability of records for inspection		Y	Y	
53.4	Statistical process control, audit and inspection procedures		Y	Y	
53.5	General quality requirements		Y	Y	
53.6	Quality Plan		Y	Y	
53.7	Testing and inspection		Y	Y	
53.8	Certification of conformity		Y	Y	
53.9	Quarantine		Y	Y	
53.10	Traceability		Y	Y	
53.11	Maintenance and servicing		Y	Y	
53.12	Design		Y	Y	
53.13	Computer aided design		Y	Y	
53.14	Asset commissioning and handover		Y	Y	

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Title: Contract Menu
Number: F0780
Issue no: A15
Issue date: August 2013

Other requirements / comments



Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by: _____ Signature: _____

Approved by
(the Client's
representative): _____ Signature: _____

Title: _____

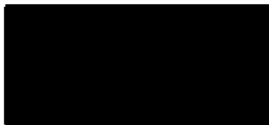
Address: _____

Phone No: _____

Email: _____

Revision of this menu: _____

Supplier Menu (Tender)

Approved by National Car Parks Limited Signature: 
(the Supplier's): (NCP)

Title: Chief Executive Officer

Address: NCP, Saffron Court, 14B St Cross Street, London, EC1N 8XA

Phone No: 

Email: 

Revision of this menu: _____

Contract Menu (Final Approval of Menu)

Evidence shall be recorded of any amendments to the Client's menu which were agreed in establishing the Contract Menu.

Client's representative approval: _____ Signature: _____

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Supplier's
representative
acceptance:

Jo Cooper

Signature:



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SCHEDULE 7

Contract Management and Management Information

1. General

1.1 The Service Provider shall at the commencement of the Contract nominate a dedicated person to liaise with the LUL Contract Manager on all aspects of the Contract (the "Services Manager"). The Service Provider shall not change the Services Manager without prior written approval from the Contract Manager.

1.2 The Services Manager shall ensure that the Management Information requirements set out in the Specification are met by providing a secure, online Management Information Dashboard, which provides real time data relating to the performance of the Car Parks. In addition, the Service Provider shall prepare Management Reports at the following frequency, in accordance with the Specification:

- A weekly 'Flash' report: providing a trading update and signpost of high level issues;
- A Periodic report: detailing the performance of the car parks against all KPI measures and a narrative description of operational activity. Revenue and costs will be reported, with supporting narrative commentary;
- A Quarterly report: containing a comprehensive Business Review in addition to the required information for the relevant Period, incorporating a full description of the KPI achievements for the Quarter;
- An Annual report: the Service Provider shall, after the fourth quarter of each Contract year, produce an Annual report summarising the KPI performance for the Contract Year

1.3 The Periodic, Quarterly and Annual Reports shall contain a summary of operational and financial activity since the previous report, and be supported by detailed information on the following matters as a minimum:

- Number of customer contacts per Period by category (comment, complaint, enquiry or compliment) and by channel (telephone, email, webchat, online form or letter);
- Summary statement of details of accidents and incidents reported;
- Compliance with LUL operational requirements and LUL standards;
- Payment terminal performance;
- Environmental reports;

- Performance against the KPIs detailed in the Specification;
- Maintenance undertaken and proposed;
- Performance of CCTV systems and monitoring / recording activity by the 24/7 CCTV Control Centre, with notification of crimes or other incidents;
- Staffing levels;
- Revenue received, broken down by individual Car Park, by payment channel, with a comparison against budget and prior year;
- Costs incurred, with a narrative statement identifying actual or accrued costs;
- Levels of non-compliance, and numbers of Parking Charge Notices issued, with a cumulative recovery rate of enforcement revenue owed.;
- Staff parking occupancy and compliance;
- Additional activities or projects as requested by LUL;
- Performance of the Contractor under the ANPR Contract, including progress against Project milestones during the implementation stage and operational KPIs once installations are completed;
- Performance of the Contractor under the Bay Sensor Contract, including progress against Project milestones during the implementation stage and operational KPIs once installations are completed.
- LUL requires a transparent approach to the actual costs incurred against budgets. The Contractor will prepare a statement in accordance with Schedule 3 which contains a breakdown of actual costs against budget on a Period Actual and year to date basis. This will be accompanied by a commentary where any variance which results in a year to date variance in excess of 5% will be explained. LUL reserves the right to request further scrutiny of such cost statements and production by the Contractor of evidence, including such copies of invoices, payroll records or other documentary evidence as LUL may require.

2. Contract Review Meetings

- 2.1 Contract Review Meetings shall be held Periodically, Quarterly and Annually, in accordance with clause 6.2 of the Specification. The Service Provider shall provide a copy of the Periodic, Quarterly or Annual Contract Review Reports to the Contract Manager no later than five (5) Working Days before the date of the Contract Review Meeting.

2.2 The Service Provider shall be responsible for the issue of minutes, which LUL shall review and agree. The Contract Review Meeting agenda shall include as a minimum the following items:

- Safety, Quality & Environment;
- Information required by either Party;
- Financial;
- Maintenance undertaken and proposed;
- Performance;
- Review of new proposals;
- Performance of ANPR and Bay Sensor systems;
- Security and crime incidents;
- Number of Ticket Sales.

2.3 The Service Provider is required to provide and maintain a high level of communication with the Contract Manager to ensure awareness of all issues (or potential issues) at all times.

3. **Document Control**

3.1 The Service Provider shall develop a comprehensive and structured administration system for the Contract prior to the Services Commencement Date to ensure complete "transparency of process" and a full audit trail. The Service Provider will submit the system to LUL prior to the Services Commencement Date for approval. The Service Provider shall implement any amendments to the system as reasonably required by LUL prior to the Services Commencement Date and from time to time.

3.2 The Service Provider shall maintain and make available to the Contract Manager or any auditor as required comprehensive records and documents relevant to the management and provision of the Services.

3.3 The Services Manager must ensure that all processes, procedures and documentation produced and operated by the Service Provider are consistent with LUL Standards and policies, and the requirements of the Contract.

4. **Management Information**

4.1 The Service Provider shall provide financial information on forecast and actual revenue as and when required by the Contract Manager.

4.2 The Service Provider shall:

- 4.2.1 Ensure that the secure, online Management Information Dashboard contains live transaction data in accordance with the Specification;
- 4.2.2 provide a financial summary in a format to be approved by the Contract Manager for inclusion within the Contract Review Reports and discussion at the Periodic, Quarterly and Annual Contract Review Meetings;
- 4.2.3 monitor and record forecast and actual revenue for each Car Park;
- 4.2.4 provide such other information as requested by LUL;
- 4.2.5 liaise with LUL's finance and audit departments on all matters pertaining to the Contract; and
- 4.2.6 provide information and assistance during financial audits.

5. Health and Safety Management

- 5.1 The Service Provider shall be responsible for monitoring all of the Service Provider's Personnel with regard to health and safety issues.
- 5.2 The Service Provider shall liaise with LUL and any other parties regarding investigation into incidents or accidents.
- 5.3 The Service Provider shall provide safety information for inclusion within the Contract Review Reports.
- 5.4 The Service Provider shall ensure that all processes in respect of health and safety shall be documented and made available for inspection and/or audit at all times.

SCHEDULE 8

Employees

1. Interpretation

The definitions and rules of interpretation in this paragraph apply in this Schedule 8.

- "Claims"** has the meaning accorded to it in paragraph 2.3 of this Schedule 8;
- "Service Provider's Final Staff List"** means the list of the Service Provider's Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date;
- "Service Provider's Provisional Staff List"** means a list prepared and updated by the Service Provider of all the Service Provider's Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list;
- "Service Transfer"** has the meaning accorded to it in paragraph 3.1 of this Schedule 8;
- "Service Transfer Date"** means the date on which the Services (or any part of the Services), for whatever reason transfer from the Service Provider to LUL or any Replacement Service Provider;
- "Staffing Information"** means in relation to all persons detailed on the Service Provider's Provisional Staff List, such information as LUL may reasonably request (subject to the Data Protection Legislation), but including in an anonymised format:
- (a) their ages, dates of commencement of employment or engagement and gender;
 - (b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
 - (c) the identity of their employer or relevant contracting party;
 - (d) their relevant notice periods and any other terms relating to termination

- of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
 - (f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;
 - (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
 - (h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
 - (i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).

“Transferring Employees” means any employees that transfer from the Service Provider to LUL or a Replacement Service Provider after the Contract Commencement Date by way of a Service Transfer pursuant to the Transfer Regulations;

2. **Transfer of Employees to the Service Provider at the Services Commencement Date**

- 2.1 LUL and the Service Provider understand that, the Transfer Regulations will apply to the arrangements envisaged by this agreement and that pursuant to the Transfer Regulations the contracts of employment between the Outgoing Service Provider and the Employees will have effect from the Services Commencement Date as if originally made between the Service Provider and the Employees, and the Service Provider will become the employer of the Employees with effect from the Service Commencement Date.

2.2 All salaries and other emoluments including holiday pay, taxation and National Insurance contributions and contributions to retirement benefit schemes relating to the Employees shall be borne by the Outgoing Service Provider up to and including the Services Commencement Date and by the Service Provider with effect from the Services Commencement Date. The Service Provider shall not make any material change to salaries or increase salaries retrospectively without LUL's prior written approval.

2.3 The Service Provider shall indemnify and keep indemnified LUL in full for and against all claims, costs expenses or liabilities whatsoever and howsoever arising incurred or suffered by LUL including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

2.3.1 any failure by the Service Provider to comply with its obligations pursuant to the Transfer Regulations including any failure by the Service Provider to provide sufficient information to the Outgoing Service Provider to enable it to comply with its information and consultation obligations under the Regulations;

2.3.2 any claim in respect of the employment or termination of employment by the Service Provider of any Employees (whether or not terminated by notice and, if so terminated whenever that notice expires) on or from the Services Commencement Date;

2.3.3 any claim by an Employee that the transfer on the Services Commencement Date would involve a substantial change in working conditions to the material detriment of the Employee;

2.3.4 anything done or omitted to be done by the Service Provider in respect of any of any person employed or engaged by the Service Provider including the Employees whether before or after the Services Commencement Date; and

2.3.5 any claim brought or other action taken by or on behalf of any of the Employees which arises from or in connection with any act or omission and/or communication made to the Employees before the Services Commencement Date

which together shall be referred to as the "Claims".

2.4 The Service Provider shall procure that its employees, agents and successors in title shall promptly:

2.4.1 take such action in connection with the Claims as LUL shall from time to time reasonably request;

2.4.2 provide free of charge all such assistance and information as LUL may reasonably request relating to the Claims to enable the Claims to be pursued;

- 2.4.3 subject to any restriction imposed by law provide LUL, the Outgoing Service Provider, its legal and other advisers with access to all documents, records or other information held by the Service Provider relating to the Claims;
 - 2.4.4 provide LUL and/or its professional advisers and experts with access from time to time to such members of staff as may be necessary to assist LUL and/or the Outgoing Service Provider with the preparation of its cases in relation to the Claims;
 - 2.4.5 permit and require such employees as LUL, the Outgoing Service Provider and/or their professional advisers may reasonably request to meet with LUL, the Outgoing Service Provider and/or their legal advisers in normal working hours to prepare witness statements for trial, attend meetings with Counsel or experts and/or to attend any court hearing or trial in connection with the Claims for so long and as frequently as LUL, the Outgoing Service Provider and/or their legal or other professional advisers may reasonably require;
 - 2.4.6 provide such other assistance as LUL and/or the Outgoing Service Provider may reasonably request in order to ensure the due and timely prosecution of the Claims;
 - 2.4.7 resist in connection with the Claims any request for documents, information access to relevant premises or to employees of the business by any third party without first informing LUL and obtaining its agreement to any approval of the request; and
 - 2.4.8 preserve and not waive legal professional privilege or any other privilege attaching to any of the documents or other information relating to the Claims in their possession without first obtaining LUL's consent to such waiver, such consent not to be unreasonably withheld.
- 2.5 During the currency of the Contract the Service Provider shall provide to LUL any information LUL may reasonably require relating to any individual employed, assigned or engaged in providing the services under the Contract (subject to the Data Protection Legislation).

3. **Employment Exit Provisions**

- 3.1 The Contract envisages that subsequent to the Contract Commencement Date, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of the Contract, or part, or otherwise) resulting in a transfer of the Services in whole or in part ("Service Transfer"). If a Service Transfer is a relevant transfer for the purposes of the Transfer Regulations then in such event, LUL or a Replacement Service Provider would inherit liabilities in respect of the Transferring Employees. Accordingly if the Transfer Regulations apply on a Service Transfer the provisions in **paragraph 3** of this **Schedule 8** shall apply. For the avoidance of doubt, paragraph 3.10 of this Schedule 0 shall apply to a

Service Transfer which is not a relevant transfer for the purposes of the Transfer Regulations.

- 3.2 The Service Provider agrees that for the duration of the Contract on receipt of a written request of LUL at any time, it shall provide (within 7 days of any request) the Service Provider's Provisional Staff List and the Staffing Information to LUL or, at the direction of LUL, to a Replacement Service Provider and it shall provide an updated Service Provider's Provisional Staff List when requested by LUL or, any Replacement Service Provider and:
- 3.2.1 at least 28 days prior to the Service Transfer Date, the Service Provider shall prepare and provide to LUL and/or, at the direction of LUL, to the Replacement Service Provider, the Service Provider's Final Staff List; which shall be complete and accurate in all material respects. The Service Provider's Final Staff List shall identify which of the Service Provider's Personnel named are Transferring Employees;
 - 3.2.2 LUL shall be permitted to use and disclose the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Service Provider for any services which are substantially the same type of services (or any part thereof) as the Services; and
 - 3.2.3 upon request by LUL the Service Provider shall provide LUL or at the request of LUL, the Replacement Service Provider, with access (on reasonable notice) to such employment records (and provide copies) as LUL requests.
- 3.3 The Service Provider warrants that the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Staffing Information will be true and accurate in all material respects.
- 3.4 During the period of the Contract, the Service Provider agrees that it shall not without the prior written consent of LUL, assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Service Provider's Provisional Staff List and shall not without the prior written consent of LUL (such consent not to be unreasonably withheld or delayed):
- 3.4.1 increase the total number of employees listed on the Service Provider's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with LUL;
 - 3.4.2 make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Service Provider's Provisional Staff List;
 - 3.4.3 increase the proportion of working time spent on the Services (or the relevant part) by any of the Service Provider's Personnel save for

fulfilling assignments and projects previously scheduled and agreed with LUL;

- 3.4.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Service Provider's Provisional Staff List; and
- 3.4.5 replace any of the Service Provider's Personnel listed on the Service Provider's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Service Provider's Provisional Staff List.

The Service Provider will promptly notify LUL or, at the direction of LUL, the Replacement Service Provider of any notice to terminate employment received from any persons listed on the Service Provider's Provisional Staff List regardless of when such notice takes effect.

- 3.5 At least 28 days before the expected Service Transfer Date, the Service Provider shall provide to LUL or any Replacement Service Provider, in respect of each person on the Service Provider's Final Staff List who is a Transferring Employee, their:
 - 3.5.1 pay slip data for the most recent month;
 - 3.5.2 cumulative pay for tax and pension purposes;
 - 3.5.3 cumulative tax paid;
 - 3.5.4 tax code;
 - 3.5.5 voluntary deductions from pay;
 - 3.5.6 bank or building society account details for payroll purposes and
 - 3.5.7 all employee liability information which the Service Provider is required to provide in accordance with Regulation 11 of the Transfer Regulations and the Service Provider warrants that all such information will be true and accurate in all material respects.
- 3.6 In connection with a Relevant Transfer to which the Transfer Regulations apply, the parties agree that:
 - 3.6.1 the Service Provider shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives for its own account up to and including the Service Transfer Date. The Service Provider shall indemnify LUL and any Replacement Service Provider in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by LUL or any Replacement Service Provider

including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- 3.6.1.1 the employment or termination of employment by the Service Provider of any of the Transferring Employees up to and including the Service Transfer Date;
- 3.6.1.2 the Service Provider's failure to perform and discharge any such obligation;
- 3.6.1.3 any act or omission by the Service Provider on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;
- 3.6.1.4 all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;
- 3.6.1.5 any claim arising out of the provision of, or proposal by the Service Provider to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Service Transfer Date;
- 3.6.1.6 any claim made by or in respect of any person employed or formerly employed by the Service Provider other than a Transferring Employee for which it is alleged LUL or any Replacement Service Provider may be liable by virtue of the Contract and/or the Transfer Regulations or otherwise;
- 3.6.1.7 any act or omission of the Service Provider in relation to its obligations under Regulations 11 and 13 of the Transfer Regulations to provide the employee liability information, or in respect of an award of compensation under Regulations 12 or 15 of the Transfer Regulations except to the extent that the liability arises from LUL or Replacement Service Provider's failure to comply with Regulation 13 of the Transfer Regulations; and
- 3.6.1.8 any statement communicated to or action done by the Service Provider or in respect of, any Transferring Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with LUL in writing including any

claim under regulations 4(9), 4(11) or 7(1) of the Transfer Regulations.

- 3.7 The Service Provider shall indemnify LUL and any Replacement Service Provider in respect of any claims arising from any act or omission of the Service Provider in relation to any other Service Provider's personnel who is not a Transferring Employee during any period whether before, on or after the Service Transfer Date.
- 3.8 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled.
- 3.9 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraphs 3.2 to paragraph 3.8 of this Schedule 8 to the extent necessary to ensure that any Replacement Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Service Provider by the Service Provider or LUL under paragraph 3.2 to paragraph 3.8 in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 3.10 The Service Provider agrees that where it is subject to an obligation to LUL under the terms of this Schedule 8 and it has appointed a sub-contractor to provide the Services instead of or in addition to itself, it shall warrant and procure that such a sub-contractor will be subject to and comply with the obligations in full.

SCHEDULE 9

Changes to Car Parks

1. Addition of Car Parks

- 1.1 LUL shall be entitled to add a new car park from time to time to the Contract by notice to the Service Provider, subject to the provisions of this paragraph 1.
- 1.2 The Service Provider will submit to LUL as soon as reasonably practicable and, in any event, within ten (10) Working Days of LUL's notice or the Service Provider's proposal under paragraph 1.1, a full written quotation for the addition of a car park to the Contract and specifying the increase which will be required to the Charges in accordance with paragraph 1.4 and the changes (if any) which will be required to the Contract, together with such other information as LUL may reasonably request.
- 1.3 Upon receipt of such quotation, LUL may elect either to:
 - 1.3.1 request amendments to the quotation relates as it may require, in which case the Service Provider will amend the quotation accordingly (including any consequential amendment to the Charges) and will resubmit such amended quotation to LUL in accordance with paragraph 1.2; or
 - 1.3.2 accept such quotation, in which case the new car park will be added and the Contract will be amended by the Parties in accordance with Clause 23; or
 - 1.3.3 withdraw the proposed change, in which case the Contract will continue in force unchanged.

2. Addition or Removal of Parking Spaces at Car Parks

- 2.1 LUL may propose the addition of additional parking spaces to any Car Park. No amendment to or alteration of the Parking Spaces will be made without the prior written consent of LUL. LUL may in its discretion agree to an increase in the number of Parking Spaces at the Car Parks.
- 2.2 Notwithstanding the provisions of the Contract, LUL may require the use of part or all of a Car Park on a temporary or permanent basis for any reason including special projects or use by emergency buses. In such a situation, LUL may by notice (and where practical LUL will use reasonable endeavours to provide at least 72 hours notice) and the Service Provider will give all assistance to LUL to enable the Car Park to be used by LUL for such purpose and the Service Provider will perform the Services to give effect to such use.
- 2.3 ~~LUL shall be entitled to remove Parking Spaces as contemplated in paragraph 2.2, without obligation to compensate the Service Provider for~~

any consequent loss of revenue or profit or any other losses suffered by the Service Provider.

- 2.4 LUL may require the Service Provider to remove or relocate any Equipment or Structures on the Required Premises upon written request. The cost of removal or relocation will be borne in accordance with Clause 12.3.
- 2.5 If, pursuant to **paragraph 2.4**, the Service Provider does not where requested by LUL remove or relocate any Equipment or Structures in the Required Premises and make good within 10 days of such request, then the Service Provider shall bear the costs of such removal, relocation or making good. Furthermore, LUL may thereafter give 10 days' notice of its intention to remove or relocate any Equipment or Structures itself and make good or to use a third party to do so. If the Service Provider fails to remove or replace any Equipment or Structures and make good during that time, the costs of removal or replacement and making good shall be reimbursed to LUL by the Service Provider or recoverable as a debt.
- 2.6 Where the Service Provider is requested to "make good" this shall entail making the area safe so that it presents no hazard to Customers or LUL staff. On permanent removal of any Equipment or Structures, the Service Provider shall, in addition, restore the Car Parks to the condition of the surrounding area, using matching materials. The Service Provider shall at LUL's request remove all redundant conduit, cabling, fixtures and fittings and restore all surface finishes.
- 2.7 Without prejudice to any other rights or remedies, all removals and replacements of the Structures and Equipment and making good which are not at LUL's request shall be at the Service Provider's expense.

3. **Removal of Car Parks**

- 3.1 LUL shall be entitled to remove any Car Park from the ambit of the Contract on a temporary or permanent basis. In such situation LUL shall require the Service Provider to cease to perform the Services on any such Car Park (the "Removed Premises"). LUL shall in such event be entitled to suspend or revoke the licence granted to the Service Provider under **Clause 11**, in respect of the Removed Premises.
- 3.2 LUL shall use reasonable endeavours to notify the Service Provider one month in advance (except in an emergency) of any removal in terms of **paragraph 3.1**. If LUL is not able to give one month's notice then LUL shall give notice as soon as reasonably practicable. The Service Provider shall not be liable for any failures to perform any of its obligations under the Contract to the extent that such failures result solely as a result of a removal of any Removed Premises.
- 3.3 LUL may require the Service Provider to remove or relocate any Structures or Equipment on the Removed Premises upon written request.

The cost of removal or relocation will be borne in accordance with Clause 12.3.

- 3.4 If pursuant to **paragraph** 3.3, the Service Provider does not where requested by LUL remove or relocate any Structures or Equipment in the Removed Premises and make good within 10 days of such request, then the Service Provider shall bear the costs of such removal, relocation or making good. Furthermore, LUL may thereafter give 10 days' notice of its intention to remove or relocate any Structures or Equipment itself and make good or to use a third party to do so. If the Service Provider fails to remove or replace any Structures or Equipment and make good during that time, the costs of removal or replacement and making good shall be reimbursed to LUL by the Service Provider or recoverable as a debt.
- 3.5 Where the Service Provider is requested to "make good" this shall entail making the area safe so that it presents no hazard to Customers or LUL staff. On permanent removal of any Structures or Equipment, the Service Provider shall, in addition, restore the Car Parks to the condition of the surrounding area, using matching materials. The Service Provider shall at LUL's request remove all redundant conduit, cabling, fixtures and fittings and restore all surface finishes.
- 3.6 All removals and replacements of the Structures and Equipment and making good which are not at LUL's request shall be at the Service Provider's expense.

SCHEDULE 10

Variation Procedure

In the event that LUL may wish to introduce, or consider the Introduction of, or the Service Provider wishes to have consideration given to the introduction of any variation whatsoever from the Contract the following procedure will be applied. Variations will be dealt with on behalf of LUL by the Contract Manager.

1. In any case where LUL is considering the introduction of a variation or variations, whether at the request of the Service Provider or not, but does not wish to proceed until the effect if any, on the Charges is known and any other cost implications are identified, the Contract Manager will complete the top portion of a Notification of Proposed Variation to Contract ("NPVC" Annex 1) and send two copies to the Service Provider. The Service Provider will complete the form detailing the variation if any in the Charges for each variation and will return one copy to the Contract Manager. Subject to **paragraph 2** below, the Service Provider must not implement any variation until it has been duly authorised by the issue of an Authority for Variation to Contract ("AVC" Annex 3).
2. In cases where LUL require a variation or variations to be put in hand, whether at the suggestion of the Service Provider or not, as soon as possible and before the effect on the Charges or any other costs implication is established, the Contract Manager will complete the top portion of a Notification of Required Variation to Contract ("NRVC" Annex 2) and send two copies to the Service Provider. The Service Provider will take the same action as detailed in **paragraph 1** hereto in respect of the completion and return of the form but will immediately proceed with the variation(s) required.
3. When the variation, if any, in the Charges has been negotiated between the Contract Manager and the Service Provider and agreed, the Contract Manager will authorise the variation from the Contract by the issue, in duplicate, of an AVC. The Service Provider will countersign and return one copy to LUL.
4. Unless otherwise agreed in writing, no variation whatsoever from the original Charges will be considered nor will any other costs become payable unless the foregoing procedure has been carried out, and it will be the responsibility of the Service Provider to ensure that the relevant form or forms has or have been received from the Contract Manager before any variation from the Contract is made.
5. All forms should be completed and returned by the Service Provider as soon as possible, and in any event within 28 days of receipt by the Service Provider.
6. The amount to be added to or deducted from the Charges will be determined in accordance with the rates specified in **Schedule 13**.

Where rates are not contained in **Schedule 13** or are not applicable then the amount will be such sum as is in all the circumstances reasonable. Unless otherwise agreed, the sum will be paid as an equal proportionate adjustment to the Charges for the remaining period until the Termination Date unless otherwise specified in the AVC.

VARIATION PROCEDURE FORM 1: NPVC {Annex 1}

London Underground Limited

Telephone 0207·XXX-xx

Fax 0207·xxx-xxxx

Contract No. xxxxxx

Variation No. XXX Date
XXX

NOTIFICATION OF PROPOSED VARIATION TO CONTRACT (NPVC)

Change in payments only required - **NOT AN INSTRUCTION TO PROCEED**
THE PROCEDURE SET OUT BELOW MUST BE FOLLOWED IN RETURNING THIS FORM.

- (i) This form constitutes a supplementary tender and must be completed as soon as possible and in any case within two weeks from the date hereof.
- (ii) The prices entered on this form will be related to the levels of labour rates and material prices prevailing at the date of tender and NOT at current price levels. In the event of the Charges not being affected "nil" should be entered in the appropriate space(s).
- (iii) This form is sent in duplicate. One completed copy must be returned to the Contract Manager.

DETAILS OF VARIATION(S)

Signed

for LONDON UNDERGROUND LIMITED

Registered Office: Windsor House 42-50 Victoria Street
London SW1H 0TL Registered Number: 1900907 in
England and Wales A subsidiary of Transport for
London

TO BE COMPLETED BY THE SERVICE PROVIDER -Cost of above variation(s)

	Increase to Charges	Decrease to Charges	Details and costs of Redundant Parts or Raw Materials
i)			

Date
on behalf of Service Provider

Signed

VARIATION PROCEDURE FORM 2: NRVC (Annex 2)

London Underground Limited

Telephone 0207-xxx-xxxx

Fax 0207-xxx-xxxx
Contract No. xxxxxx
Variation No. xxx Date
xxx

NOTIFICATION OF REQUIRED VARIATION-FROM CONTRACT (NRVC)

This form constitutes an **INSTRUCTION TO PROCEED** with the variation(s) detailed on a "price to be agreed" basis and is a tender form on which your price(s) for such variation(s) must be notified.

THE PROCEDURE SET OUT BELOW MUST BE FOLLOWED IN RETURNING THIS FORM.

- (i) No claim for additional Charges will be accepted unless this form is completed and returned within two weeks from the date hereof unless mutually agreed in writing
- (ii) The prices entered on this form will be related to the levels of labour rates and material prices prevailing at the date of tender and NOT at current price levels. In the event of the price not being affected, "nil" should be entered in the appropriate space(s).
- (iii) This form is sent in duplicate. One completed copy must be returned to the Contract Manager.

DETAILS OF VARIATION(S)

Signed

for LONDON UNDERGROUND LIMITED

Registered Office: Windsor House 42-50 Victoria
Street London SW1H 0TL
Registered Number: 1900907 in England and Wales
A subsidiary of Transport for London

TO BE COMPLETED BY THE SERVICE PROVIDER- Cost of above variation(s)

Increase to Charges	Decrease to Charges	Details and costs of Redundant Parts or Raw Materials

Date
on behalf of Service Provider

Signed

VARIATION PROCEDURE FORM 3: AVC (Annex 3)

London Underground Limited

Telephone 0207-xxx-xxxx

Fax 0207-xxx-xxxx

Contract No. xxxxxx

Variation No. xxx

Date xxx

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to **Clause 23** of the Contract authority is hereby given for the variation to the Services and in the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Contract Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT(£)
ALLOWANCE TO LONDON UNDERGROUND	
EXTRA COST TO LONDON UNDERGROUND	
	TOTAL

For London Underground Limited

Registered Office Windsor House 42-50 Victoria
Street London SW1H 0TL Registered Number:
1900907 in England and Wales A subsidiary of
Transport for London

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

SCHEDULE 11

Exit Strategy

1. Scope

1.1 This Schedule 11:

- (A) sets out the strategy to be followed by the Parties on the termination or expiry of this Contract; and
- (B) requires the Service Provider to develop an Exit Plan that will separately account for:
 - (1) the cessation of the Services and the optional removal of the Equipment; and
 - (2) the transfer of the Equipment and Services to LUL or a Replacement Service Provider, which will require the Service Provider to support an orderly, controlled transition of responsibility for the provision of the Services and Equipment from the Service Provider to a Replacement Service Provider (if appropriate), at LUL's direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to LUL by means of the implementation of the Exit Plan in the following circumstances for termination:
 - (a) cessation of the Services at the expiry of the Initial Term (or any extension thereof);
 - (b) transfer of the Services and Equipment due to an Insolvency Event;
 - (c) transfer of the Services and Equipment or cessation of the Services and the optional removal of the Equipment due to a termination under Clauses 38.1 (excluding 38.1.4) or 38.2.

2. Exit Strategy

2.1 The Service Provider will ensure that the Exit Plan that it prepares in accordance with paragraph 3.1 deals as a minimum with those areas set out in this paragraph 2.1, together with such other provisions as the Service Provider deems necessary or LUL may reasonably request from time to time, including:

- (A) the name and contact details of each party's representative who will act as the primary point of contact for all exit related matters;
-

- (B) the timing and process for jointly establishing an exit team of suitably skilled representatives of the Parties to manage the implementation of the Exit Plan (“**Exit Team**”), and replacements thereof including the following information:
 - (1) the name and contact details for each member of the Exit Team and his role;
 - (2) the Exit Team will consist of no more than five (5) representatives from each Party;
 - (3) reporting lines for each member of the Exit Team;
 - (4) liaison lines between LUL and the Service Provider and any Replacement Service Provider or Third Party;
 - (5) responsibilities for approval of documentation; and
 - (6) escalation processes;
- (C) unless the Parties agree otherwise, the Exit Plan will cover the period commencing on the Trigger Date (as defined in paragraph 4.1 below) and ending on the Termination Date or expiry date (as appropriate);
- (D) a project plan detailing the timeframes for implementation of each part of the Exit Plan and any milestones that need to be met by the Service Provider or LUL or any Replacement Service Provider ;
- (D) details of the management processes and controls to be used in the implementation of the Exit Plan;
- (E) a list of the meetings that will take place during the implementation of the Exit Plan. Unless agreed otherwise in writing between the Parties, the Exit Team will meet at least once a week from the Trigger Date;
- (F) a list of the Equipment that is capable of delivery by leaving that Equipment in situ in a safe and secure condition, and any other Equipment that is to be transferred to LUL or to a Replacement Service Provider including the following information:
 - (1) an outline of the process and timeframes for the transfer of the Equipment to LUL, if applicable; and
 - (2) the procedure and timeframe for the transfer back of Equipment owned by LUL or leased to the Service Provider by LUL, if appropriate;
- (G) a list of the design documents that are capable of delivery and any other documents that are to be transferred to LUL or to a Replacement Service Provider, including an outline of the process, timeframes and terms of the transfer of the items to LUL or the Replacement Service Provider;

- (H) an outline of the procedures for the transfer and/or removal of data from the Equipment and any other systems of the Service Provider or any Third Party;
- (I) an outline of any special transition provisions relating to the transfer or removal of any software or the transfer or termination of any software licences;
- (K) the procedure and timeframe for the hand back or destruction of Equipment and/or any other documents containing the other Party's Intellectual Property Rights or Confidential Information as expressly required by this Contract;
- (L) a list of all Service Provider internal and Third Party support arrangements used in the delivery of the Services;
- (M) a list of the Service Provider Personnel on an anonymous/grade basis who are or may be involved in the provision of the Services and a summary of their terms of employment;
- (N) a list of all Sub-Contracts or other relevant contracts (if any);
- (O) the procedure, structure and timeframe for training the employees of LUL or the Replacement Service Provider as the case may be;
- (P) a list of any and all approvals, consents, licences, permissions, certificates and statutory agreements, permits or authorisations which are necessary, desirable or required by Applicable Law or by any competent authority obtained, or to be obtained by the Service Provider for the performance of the Services, the occupation and use of any premises used in the performance of the Services, the performance of services replacing the Services or any other transfer or hand-back envisaged under this paragraph 2.1;
- (Q) a full list of the information relevant to the Service Provider's provision of the Services including, but not limited to, volumes processed, data volumes stored, performance against the Service Levels, maintenance statistics and fault statistics; and
- (R) any other information or action pertaining to the Exit Plan required by LUL to ensure a smooth and timely transfer to LUL or Replacement Service Provider as the case may be.

3. Development and Review of Exit Plan

- 3.1 The Service Provider will prepare an Exit Plan during the Mobilisation Period and submit it to LUL for approval within three (3) months of the Contract Commencement Date. As outlined in paragraph 1.1 of this Schedule, there will be different reasons for termination of the Contract and thus implementing the Exit Plan, and, therefore, the Service Provider must ensure that the Exit Plan fully and properly accounts separately for:

- (A) the cessation of the Services, including the option for the removal of the Equipment; and
 - (B) the transfer of the Equipment and Services.
- 3.2 As a minimum, the Service Provider will ensure that the Exit Plan includes:
- (A) those areas set out in paragraph 2.1;
 - (B) any other information that the Service Provider determines is required to enable the cessation of the Services and the optional removal of the Equipment or the transfer of the Services and Equipment to a Replacement Service Provider to the maximum level of detail as it is reasonably possible to determine at the time of preparation of the Exit Plan; and
 - (C) such other provisions as the Service Provider deems necessary or LUL may request from time to time in relation to expiry or termination of the Contract.
- 3.3 The Service Provider will, on a bi-annual basis starting on the first anniversary of the Contract Commencement Date and at any other time LUL or the Service Provider deems necessary throughout the Term:
- (A) review and revise the Exit Plan to take into account changing technologies and any changes to the scope or nature of the Services and Equipment, including any changes agreed pursuant to the Contract; and
 - (B) agree with LUL the scope and detail of any necessary revisions to the Exit Plan and promptly submit such revised Exit Plan to LUL for approval.
- 3.4 Without limitation to the generality of the foregoing, the Service Provider will make such amendments to the Exit Plan as LUL may require from time to time.
- 3.5 The Service Provider will promptly implement the approved Exit Plan in accordance with its terms on the termination or expiry of the Contract howsoever arising, unless and until the date that LUL has approved the Service and Equipment Transfer/Cessation Plan, in which case the provisions of paragraph 6.1 will apply from such date.

4. **Service and Equipment Transfer/Cessation Plan**

- 4.1 Without prejudice to paragraph 3, the Service Provider will:
- (A) if requested by LUL from time to time;
 - (B) if a notice of termination is served in respect of this Contract; or

(C) at the point where there is nine (9) months of the Initial Term or extended Term, as appropriate, remaining,

(each of the events and/or dates referred to in paragraphs 4.1(A), 4.1(B) and 4.1(C) being referred to, as appropriate, in this Schedule 11 as the “**Trigger Date**”),

- (1) promptly produce a detailed service and equipment transfer plan (the “**Service and Equipment Transfer/Cessation Plan**”) by developing and refining the Exit Plan as necessary to envisage either:
 - (a) the hand-over of the:
 - (i) Services; and
 - (ii) Equipment,to LUL or a Replacement Service Provider; or
 - (b) the:
 - (i) winding-down and cessation of the Services (as the case may be);
 - (ii) sale or removal of the Equipment (or parts thereof), as instructed by LUL; and
- (2) deliver such Service and Equipment Transfer/Cessation Plan to LUL for its review and approval within thirty (30) Working Days of the relevant Trigger Date (or, where paragraph 4.1(B) above applies, such earlier date as LUL may specify (acting reasonably)).

4.2 The Service Provider will:

- (A) ensure that the Service and Equipment Transfer/Cessation Plan deals as a minimum with:
 - (1) developing in more detail those areas set out in the Exit Plan; and
 - (2) such other provisions as the Service Provider deems necessary in accordance with Good Industry Practice or LUL may require from time to time; and
- (B) revise and update the Service and Equipment Transfer/Cessation Plan in accordance with any reasonable instructions of LUL from time to time,

in each case so as to establish a detailed plan and management structure for all activities required for exit of the Service Provider under the specific conditions applying at the time and enable either the cessation of, or the smooth and orderly transition to a Replacement Service Provider of, the Services and Equipment within the specified timescales.

- 4.3 Production, revision and updating of both the Exit Plan and the Service and Equipment Transfer/Cessation Plan will be at the Service Provider's sole cost and expense.

5. **Disclosure of Exit Documents**

- 5.1 The Service Provider acknowledges that, notwithstanding any of LUL's obligations of confidentiality under this Contract, LUL may at any time disclose the:

- (A) Exit Plan; and/or
- (B) Service and Equipment Transfer/Cessation Plan,

to Third Parties who are tendering or involved in the tendering process for the re-letting or re-procurement of the Equipment and/or Services or substantially similar equipment and/or services on termination or expiry of this Contract, with the exception of any information regarding the Service Provider's Equipment that LUL (acting reasonably) agrees is commercially sensitive.

6. **Implementation of Service and Equipment Transfer/Cessation Plan**

- 6.1 Upon approval of the Service and Equipment Transfer/Cessation Plan by LUL following a Trigger Date, the Service Provider will implement the Service and Equipment Transfer/Cessation Plan in accordance with its terms.

- 6.2 The Service Provider will promptly comply with all reasonable instructions from LUL with regard to the implementation and execution of the Service and Equipment Transfer/Cessation Plan including:

- (A) co-operating with any Replacement Service Provider and Third Party, including in relation to transfer of Service Provider Personnel and the transfer of data; and
- (B) making such Key Personnel not comprised within the Re-Transferring Personnel available to the Replacement Service Provider for a reasonable period of time after expiry or termination as the case may be to be agreed between the Service Provider and LUL in order to assist in the transfer of responsibility for the provision of the Services.

7. **Assignment of Licences and Relevant Contracts**

Licences

- 7.1 If the Services are transferred to LUL or any Replacement Service Provider in accordance with Clauses 39.2 or 39.3.1, the Service Provider will ensure

that each of the Sub-Contracts and any other contracts relating to the provision of the Services entered into by the Service Provider as required in accordance with paragraph 2.1 of this Schedule 11 are assigned, transferred or novated (at no cost) to LUL or the Replacement Service Provider, at LUL's direction.

Relevant Contracts

- 7.2 Upon receipt from the Service Provider of all required Third Party consents in respect of a Sub-Contract or a contract relating to the provision of the Services entered into by the Service Provider or certification to which paragraph 7.1 above applies (a "**Relevant Contract**"), the Service Provider will, as soon as reasonably practicable, assign, transfer or novate the Relevant Contract to which the Third Party consent relates to the replacement Service Provider, as LUL may direct (the date from which such assignment, novation or transfer becomes effective being the "**RC Transfer Date**").
- 7.3 Until such time as it can be assigned, novated or transferred pursuant to paragraph 7.2 above, in respect of each Relevant Contract, the Service Provider will unless contractually prevented from so doing, sub-contract the rights and obligations of the Service Provider under such contracts to LUL or the Replacement Service Provider, as LUL may direct, on the same terms, *mutatis mutandis*, and for the same rates of remuneration (without imposing any margin) as apply to the contracts concerned at all times (the date from which each such sub-contracting becomes effective being the "**RC Sub-Contract Date**").
- 7.4 Where prevented from sub-contracting pursuant to paragraph 7.3 of this Schedule 11, the Service Provider will hold the rights and benefits under the Relevant Contract in trust for LUL or the relevant Replacement Service Provider absolutely from the Termination Date until such Third Party consent is obtained and the Relevant Contract is so assigned, transferred or novated (the date from which each such holding of rights and benefits on trust becomes effective being the "**RC Trust Date**"). The Service Provider will, whilst so holding the rights and benefits under the Relevant Contract in trust as aforesaid, in the performance of its obligations and the exercise of its rights under the Relevant Contract, seek and act at all times in accordance with the instructions of LUL in order to secure the performance of the Relevant Contract and will deliver to (or will procure that there is delivered to) LUL, as soon as practicable following receipt by the Service Provider, any notice or other document concerning or relating to the Relevant Contract.
- 7.5 If:
- (A) the Service Provider holding a Relevant Contract on trust for the benefit of LUL or a Replacement Service Provider would result in the breach of the Relevant Contract; or
 - (B) any Third Party consent is not obtained by the Termination Date,
-

then the Relevant Contract will be deemed to have not been transferred to LUL (or such Replacement Service Provider) and, in either case, the Parties will make such other reasonably practicable arrangements between themselves which will, without (in the case of paragraph 7.5(A) above) giving rise to such a breach, and so far as is practicable, secure rights for LUL or the relevant Replacement Service Provider equivalent to those it would have enjoyed had the benefit of the Relevant Contract been transferred to it and for relieving the Service Provider from all liability under the Relevant Contract with effect from the Termination Date.

- 7.6 Notwithstanding any other provision of this Contract or any document effecting any assignment, novation or transfer in accordance with this Schedule 11, a Replacement Service Provider will not have any liability for any claim which may be made against the Service Provider for or in respect of any breach by the Service Provider prior to the relevant RC Sub-Contract Date or the RC Transfer Date (as applicable) of any term or obligation under any of the Relevant Contracts or failure by the Service Provider prior to the relevant RC Sub-Contract Date and/or the RC Transfer Date (as applicable) to perform any of its obligations thereunder.

Service Provider to indemnify LUL and/or Replacement Service Provider

- 7.7 The Service Provider will indemnify the relevant Replacement Service Provider (and LUL if LUL is not the Replacement Service Provider) against the amount of any claim which may be made against them for or in respect of any breach by the Service Provider prior to the RC Transfer Date or RC Sub-Contract Date (as appropriate) of any term or obligation under any of the Relevant Contracts or failure by the Service Provider or the Replacement Service Provider prior to the RC Transfer Date or RC Sub-Contract Date (as appropriate) to perform any of its obligations thereunder. A Replacement Service Provider will have the right to enforce the terms of this paragraph 7.7.

LUL to indemnify Service Provider

- 7.8 LUL will:
- (A) indemnify the Service Provider against the amount of any claim which may be made against it for or in respect of any breach by LUL (or a Replacement Service Provider (as applicable)) of any obligation under any Relevant Contract to the extent that such term or obligation is sub-contracted to LUL or a Replacement Service Provider (as applicable) pursuant to paragraph 7.3 from the relevant RC Sub-Contract Date; and/or
 - (B) reimburse the Service Provider for any amounts properly paid as charges in respect of the services received by LUL (to the extent such services are solely received by LUL) under any Relevant Contract to the extent that the Service Provider holds the rights and benefits under the Relevant Contract on trust for LUL pursuant to paragraph 7.4 from the relevant RC Trust Date,

in each case until such date (if any) as the sub-contracting or holding on trust ceases to be effective in accordance with paragraph 7.5 provided that:

- (A) LUL will be entitled to assume conduct of the defence of each such claim; and
- (B) the Service Provider provides all information reasonably required by LUL in connection with the defence of each such claim.

8. Transfer of Data to LUL and/or Replacement Service Provider

8.1 The Service Provider will carry out data checking, verification, cleansing, review, quality analysis and assurance, integrity testing and migration twelve months prior to contract expiry or as otherwise directed in writing by LUL (acting reasonably) from time to time (at the sole cost and expense of the Service Provider). The Service Provider will provide updates to design documents that include the data dictionary, logical data model and any other relevant design documents to LUL twelve months prior to contract expiry. The Service Provider will provide a decommissioning project plan twelve months prior to the expiry date. The Service Provider will also provide an outline of the steps and processes required to decommission all of the assets; data; interfaces and buildings that have been used to deliver the service with the decommissioning project plan. The Service Provider will ensure that they begin carrying out activities detailed within the decommissioning plan twelve months prior to the expiry date.

8.2 The Service Provider will ensure

- (A) all data or data extracts are supplied to Replacement Service Provider (or LUL if applicable) and/or any Third Parties nominated by LUL or the Replacement Service Provider;
- (B) a full extract of database in a format to be agreed with LUL to be delivered in a secure data transfer at no extra cost to LUL six months prior to contract expiry;
- (C) all data being migrated to the Replacement Service Provider (or LUL, as applicable) remain available to and useable by LUL, and Third Parties during such migration;
- (D) the migration of data to the Replacement Service Provider (or LUL, as applicable) envisaged under this paragraph 8 does not result in data loss, corruption or impairment;
- (E) all data migrated to the Replacement Service Provider (or LUL, as applicable) is accurate, up to date and complete;
- (F) all data migrated to the Replacement Service Provider (or LUL, as applicable) is reconciled, which will include carrying out referential integrity checks between each part of the Equipment to ensure that data stored in each part of the Equipment are consistent and correct; and

- (G) all data is fit for the purposes of their use and processing in connection with the Services or services materially similar to the Services (provided that such services involve the use and processing of data in a materially similar format to the Services).

8.3 The Service Provider will promptly at its own expense remedy any breach by the Service Provider of paragraph 8 of this Schedule 11. Should it fail to do so within such period as LUL may reasonably specify, LUL will be entitled to take such action to remedy such breach as LUL deems appropriate (including using one or more Third Parties) and the Service Provider will promptly on demand reimburse to LUL all costs and expenses (including the costs and expenses of a Replacement Service Provider or of the TfL Group).

9. **Right to Continued Use of Service Provider Premises**

In circumstances in which any of the Service Provider's premises are required by LUL to be continued to be used after the expiry or termination of this Contract by LUL and/or the Replacement Service Provider for a reasonable period of time sufficient to enable the transfer of responsibility for the provision of the Services and Equipment, the Parties will discuss and agree in good faith the commercial and other terms upon which such Service Provider premises will be made available (provided that both LUL and the Service Provider will be under an obligation to act reasonably in such discussions and any resulting commercial terms agreed will in any event be fair and reasonable in all the prevailing circumstances).

10. **Withdrawal from the Premises**

10.1 After the occurrence of the Trigger Date and on or before the Termination Date or expiry date (as appropriate) and in accordance with the Service and Equipment Transfer/Cessation Plan or at such other time as LUL may by notice in writing to the Service Provider specify the Service Provider will:

- (A) effect an orderly withdrawal from all or some of LUL, as applicable, and surrender the same and any Equipment to be transferred to LUL pursuant to Clause 39 (Consequences of Termination) on the basis of a timetable to be set out in the Service and Equipment Transfer/Cessation Plan;
- (B) at the request of LUL, procure that the benefit of all manufacturers' warranties in favour of the Service Provider or any Sub-Contractor in respect of the Equipment which are to be transferred to LUL pursuant to Clause 39 (Consequences of Termination) and any and all mechanical, electronic and electrical equipment or hardware included in the premises are assigned to such Replacement Service Provider as LUL may direct.

11. **Service Provider Personnel and Training**

11.1 Within ten (10) Working Days of the Trigger Date, LUL and the Service Provider will meet with a view to agreeing that such Service Provider

Personnel as identified by LUL (acting reasonably) will continue to be engaged in the provision of the Services during the provision of the exit management services or the nine (9) month period prior to the expiry date (as appropriate).

- 11.2 If requested to do so by LUL, the Service Provider will provide familiarisation training at such times as LUL may reasonably require for any of LUL Personnel and employees of the Replacement Service Provider in order to ensure that such employees obtain a sound knowledge and understanding of the Services and Equipment. Such training will be subject to agreement through the Change Control Procedure.

12. **Rights to Continued Support Services**

- 12.1 The Service Provider will, after the termination or expiry of this Contract, if required by notice in writing from LUL, provide to such Replacement Service Provider as LUL may direct, continued support and/or maintenance of any elements of the Services and Equipment provided by the Service Provider which are to continue to be used by such Replacement Service Provider (as appropriate in the administration or operation of the Services), and for the support and/or maintenance of which the proprietary knowledge or skills of the Service Provider is required, including but not limited to correction of defects, provision of upgrades and replacements and design services:

- (A) for a period of time to be agreed between the Service Provider and LUL; and
- (B) on commercial and other terms which reflect the Service Provider's then standard terms for the provision of such services to its clients (or, in the absence of any such standard terms, on such commercial and other terms as may be agreed between the Service Provider and LUL, provided that both LUL and the Service Provider will be under an obligation to act reasonably in such discussions and any resulting commercial terms agreed will in any event be fair and reasonable in all the prevailing circumstances).

13. **Continued Performance**

Except as otherwise expressly specified in this Schedule 11, the Service Provider will at all times during exit continue to perform its other obligations, including in respect of the achievement of the KPIs and the Service Levels pursuant to the provisions of this Contract.

SCHEDULE 12

Parent Company Guarantee and Performance Bond

NOT APPLICABLE

SCHEDULE 13

Form of LUL Permit

Permits will be allocated as agreed between LU and NCP

SCHEDULE 14

Merchant Acquirer Provisions

Not applicable

SCHEDULE 15

Civil Engineering Works

- 1.1 The Service Provider shall be responsible for determining the requirements of the Statutory Undertakers in connection with the Services and for complying with the same. The Service Provider is not entitled to rely upon any survey, report or other information prepared by or on behalf of LUL or as set out in this Contract regarding Statutory Undertakers and LUL makes no representation or warranty as to the accuracy or completeness of any such survey, report or information. Without limitation, the Service Provider shall:
- 1.1.1 identify with any Statutory Undertaker any measures which need to be taken as a consequence of the Services or in order to carry out the Services;
 - 1.1.2 agree with each relevant Statutory Undertaker a specification for the measures which need to be undertaken and determine by whom those measures are to be undertaken;
 - 1.1.3 liaise with LUL regarding the orders which need to be placed by LUL with Statutory Undertakers in connection with those measures which have been identified or any other measures or requirements which become necessary as a consequence of or to facilitate the Services;
 - 1.1.4 manage delivery of any measures to be undertaken by the Statutory Undertakers and co-ordinate with all Statutory Undertakers the taking of those measures and the execution of the Services;

and LUL shall pay the Statutory Undertaker's allowable costs in respect of these measures;
 - 1.1.5 take into account and allow in any programme required under this Contract the requirements of this paragraph 1.1;
 - 1.1.6 take responsibility for the Statutory Undertakers and is not entitled to any additional time for completion of the Services and/or any additional payment in respect of the Services arising from any act, omission, failure or default of any Statutory Undertaker.
- 1.2 As between the Service Provider and LUL, the Service Provider has not relied upon any survey, report or other document prepared by or on behalf of LUL regarding any such matter as is referred to in this paragraph 1.2 and LUL makes no representation or warranty as to the accuracy or completeness of any such survey, report or document. LUL shall have no liability arising out of or in relation to any such survey, report or document or

from any representation or statement, whether negligently or otherwise made, contained in such survey, report or other document.

1.3 Within fourteen (14) days of a request from LUL, the Service Provider shall deliver to LUL collateral warranties executed as deeds in the forms attached at **Schedule 16** in favour of:

- 1.3.1 any member of the TfL Group notified to the Service Provider;
- 1.3.2 any person or institution providing finance in connection with the Works and/or a Site;
- 1.3.3 purchasers or tenants of the whole or any part of the Works and/or a Site;
- 1.3.4 any other person having or acquiring an interest in the whole or any part of the Works and/or a Site.

Where the terms of a collateral warranty grant the recipient a right to stand as substitute for LUL, then as between the Service Provider and LUL, upon such recipient of the collateral warranty serving the requisite notice, the Service Provider shall treat the said recipient as standing in substitution for LUL and LUL shall not raise any objection to such substitution. Without prejudice to the obligations of the Service Provider to LUL and to the rights of LUL, LUL is not obliged to make any payment to the Service Provider if (and for so long as) the Service Provider fails within the time limit specified above to deliver such warranties duly executed provided always that LUL notifies the Service Provider of the identity of the relevant beneficiaries.

1.4 Invoicing for Installations and Civil Engineering Works

- 1.4.1 The Service Provider's invoice will specify the sum the Service Provider considers to be due at the payment due date and the basis on which that sum is calculated, whether or not that sum is zero.
- 1.4.2 The due date for payment of each payment in respect of the Charges will be the date on which a proper and correct invoice (complying with the requirements of this Contract), including any revised invoice submitted pursuant to this Contract is received by LUL. Invoices submitted prematurely or which do not comply with the requirements of this Contract, will not be valid and will be resubmitted in the proper form at the proper time.
- 1.4.3 The final date for payment of each payment in respect of the Charges will be thirty (30) days after the due date for each such payment (or ten (10) days after the due date for each such payment if the Service Provider is an SME).
- 1.4.4 Unless LUL has served a notice under paragraph 1.4.5, LUL will pay the Service Provider the sum referred to in the Service

Provider's properly submitted invoice (the "**Notified Sum**") on or before the final date for payment of each payment.

1.4.5 LUL may give the Service Provider a notice in writing specifying LUL's intention to pay less than the Notified Sum (the "**Pay Less Notice**"). The Pay Less Notice will specify:

1.4.5.1 the sum that LUL considers to be due on the date the notice is served, whether or not that sum is zero; and

1.4.5.2 the basis on which that sum is calculated,

and that sum will become the amount payable. The Pay Less Notice must be given not later than 1 day before the final date for payment of the Notified Sum (the "**Prescribed Period**").

SCHEDULE 16
Collateral Warranty

NOT APPLICABLE

IN WITNESS WHEREOF, the said Board of Directors has caused this Certificate to be signed by its duly authorised officers and the Common Seal of the Company to be hereunto affixed.

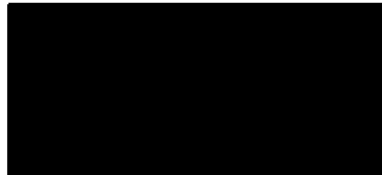
The Common Seal of)
London Underground Limited)
was affixed in the presence of)



Authorised Officer

J. Wray

Signed as a deed)
for and on behalf of)
National Car Parks Ltd acting by)



Signature (Director)

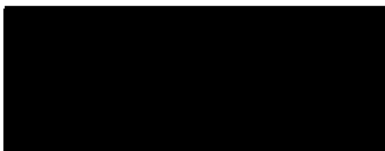
Print name and position



Date:

23/12/14

In the presence of:



Signature

Print name and position

Date: *23/12/14*

APPENDIX 1 - PERIOD DATES

Transport for London			Accounting Period Dates				days	QUARTER	
FY	YEAR	PERIOD	YR/PD	PERIOD BEGINNING	PERIOD ENDING				
2015	2014-15	02	2015-02	27-Apr-14	24-May-14	27	1	Only 2 weeks are included in the Contract Period	
2015	2014-15	03	2015-03	25-May-14	21-Jun-14	27	1		
2015	2014-15	04	2015-04	22-Jun-14	19-Jul-14	27	1		
2015	2014-15	05	2015-05	20-Jul-14	16-Aug-14	27	2		
2015	2014-15	06	2015-06	17-Aug-14	13-Sep-14	27	2		
2015	2014-15	07	2015-07	14-Sep-14	11-Oct-14	27	2		
2015	2014-15	08	2015-08	12-Oct-14	08-Nov-14	27	3		
2015	2014-15	09	2015-09	09-Nov-14	06-Dec-14	27	3		
2015	2014-15	10	2015-10	07-Dec-14	03-Jan-15	27	3		
2015	2014-15	11	2015-11	04-Jan-15	31-Jan-15	27	4		
2015	2014-15	12	2015-12	01-Feb-15	28-Feb-15	27	4		
2015	2014-15	13	2015-13	01-Mar-15	31-Mar-15	30	4		
2016	2015-16	01	2016-01	01-Apr-15	02-May-15	31	1		
2016	2015-16	02	2016-02	03-May-15	30-May-15	27	1		
2016	2015-16	03	2016-03	31-May-15	27-Jun-15	27	1		
2016	2015-16	04	2016-04	28-Jun-15	25-Jul-15	27	2		
2016	2015-16	05	2016-05	26-Jul-15	22-Aug-15	27	2		
2016	2015-16	06	2016-06	23-Aug-15	19-Sep-15	27	2		
2016	2015-16	07	2016-07	20-Sep-15	17-Oct-15	27	3		
2016	2015-16	08	2016-08	18-Oct-15	14-Nov-15	27	3		
2016	2015-16	09	2016-09	15-Nov-15	12-Dec-15	27	3		
2016	2015-16	10	2016-10	13-Dec-15	09-Jan-16	27	4		
2016	2015-16	11	2016-11	10-Jan-16	06-Feb-16	27	4		
2016	2015-16	12	2016-12	07-Feb-16	05-Mar-16	27	4		
2016	2015-16	13	2016-13	06-Mar-16	31-Mar-16	25	4		
2017	2016-17	01	2017-01	01-Apr-16	30-Apr-16	29	1		
2017	2016-17	02	2017-02	01-May-16	28-May-16	27	1		
2017	2016-17	03	2017-03	29-May-16	25-Jun-16	27	1		
2017	2016-17	04	2017-04	26-Jun-16	23-Jul-16	27	2		
2017	2016-17	05	2017-05	24-Jul-16	20-Aug-16	27	2		
2017	2016-17	06	2017-06	21-Aug-16	17-Sep-16	27	2		
2017	2016-17	07	2017-07	18-Sep-16	15-Oct-16	27	3		
2017	2016-17	08	2017-08	16-Oct-16	12-Nov-16	27	3		
2017	2016-17	09	2017-09	13-Nov-16	10-Dec-16	27	3		
2017	2016-17	10	2017-10	11-Dec-16	07-Jan-17	27	4		
2017	2016-17	11	2017-11	08-Jan-17	04-Feb-17	27	4		
2017	2016-17	12	2017-12	05-Feb-17	04-Mar-17	27	4		
2017	2016-17	13	2017-13	05-Mar-17	31-Mar-17	26	4		
2018	2017-18	01	2018-01	01-Apr-17	29-Apr-17	28	1		
2018	2017-18	02	2018-02	30-Apr-17	27-May-17	27	1		
2018	2017-18	03	2018-03	28-May-17	24-Jun-17	27	1		
2018	2017-18	04	2018-04	25-Jun-17	22-Jul-17	27	2		
2018	2017-18	05	2018-05	23-Jul-17	19-Aug-17	27	2		
2018	2017-18	06	2018-06	20-Aug-17	16-Sep-17	27	2		
2018	2017-18	07	2018-07	17-Sep-17	14-Oct-17	27	3		
2018	2017-18	08	2018-08	15-Oct-17	11-Nov-17	27	3		
2018	2017-18	09	2018-09	12-Nov-17	09-Dec-17	27	3		
2018	2017-18	10	2018-10	10-Dec-17	06-Jan-18	27	4		
2018	2017-18	11	2018-11	07-Jan-18	03-Feb-18	27	4		
2018	2017-18	12	2018-12	04-Feb-18	03-Mar-18	27	4		
2018	2017-18	13	2018-13	04-Mar-18	31-Mar-18	27	4		
2019	2018-19	01	2019-01	01-Apr-18	28-Apr-18	27	1		
2019	2018-19	02	2019-02	29-Apr-18	26-May-18	27	1		
2019	2018-19	03	2019-03	27-May-18	23-Jun-18	27	1		
2019	2018-19	04	2019-04	24-Jun-18	21-Jul-18	27	2		
2019	2018-19	05	2019-05	22-Jul-18	18-Aug-18	27	2		
2019	2018-19	06	2019-06	19-Aug-18	15-Sep-18	27	2		
2019	2018-19	07	2019-07	16-Sep-18	13-Oct-18	27	3		
2019	2018-19	08	2019-08	14-Oct-18	10-Nov-18	27	3		
2019	2018-19	09	2019-09	11-Nov-18	08-Dec-18	27	3		
2019	2018-19	10	2019-10	09-Dec-18	05-Jan-19	27	4		
2019	2018-19	11	2019-11	06-Jan-19	02-Feb-19	27	4		
2019	2018-19	12	2019-12	03-Feb-19	02-Mar-19	27	4		
2019	2018-19	13	2019-13	03-Mar-19	31-Mar-19	28	4		
2020	2019-20	01	2020-01	01-Apr-19	27-Apr-19	26	1		
2020	2019-20	02	2020-02	28-Apr-19	25-May-19	27	1		
2020	2019-20	03	2020-03	26-May-19	22-Jun-19	27	1		
2020	2019-20	04	2020-04	23-Jun-19	20-Jul-19	27	2		
2020	2019-20	05	2020-05	21-Jul-19	17-Aug-19	27	2		
2020	2019-20	06	2020-06	18-Aug-19	14-Sep-19	27	2		
2020	2019-20	07	2020-07	15-Sep-19	12-Oct-19	27	3		
2020	2019-20	08	2020-08	13-Oct-19	09-Nov-19	27	3		
2020	2019-20	09	2020-09	10-Nov-19	07-Dec-19	27	3		
2020	2019-20	10	2020-10	08-Dec-19	04-Jan-20	27	4		
2020	2019-20	11	2020-11	05-Jan-20	01-Feb-20	27	4		
2020	2019-20	12	2020-12	02-Feb-20	29-Feb-20	27	4		
2020	2019-20	13	2020-13	01-Mar-20	31-Mar-20	30	4		
2021	2020-21	01	2021-01	01-Apr-20	02-May-20	31			
2021	2020-21	02	2021-02	03-May-20	30-May-20	27			
2021	2020-21	03	2021-03	31-May-20	27-Jun-20	27			
2021	2020-21	04	2021-04	28-Jun-20	25-Jul-20	27			
2021	2020-21	05	2021-05	26-Jul-20	22-Aug-20	27			
2021	2020-21	06	2021-06	23-Aug-20	19-Sep-20	27			
2021	2020-21	07	2021-07	20-Sep-20	17-Oct-20	27			
2021	2020-21	08	2021-08	18-Oct-20	14-Nov-20	27			
2021	2020-21	09	2021-09	15-Nov-20	12-Dec-20	27			

2021	2020-21	10	2021-10	13-Dec-20	09-Jan-21	27
2021	2020-21	11	2021-11	10-Jan-21	06-Feb-21	27
2021	2020-21	12	2021-12	07-Feb-21	06-Mar-21	27
2021	2020-21	13	2021-13	07-Mar-21	31-Mar-21	24
2022	2021-22	01	2022-01	01-Apr-21	01-May-21	30
2022	2021-22	02	2022-02	02-May-21	29-May-21	27
2022	2021-22	03	2022-03	30-May-21	26-Jun-21	27
2022	2021-22	04	2022-04	27-Jun-21	24-Jul-21	27
2022	2021-22	05	2022-05	25-Jul-21	21-Aug-21	27
2022	2021-22	06	2022-06	22-Aug-21	18-Sep-21	27
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2022	2021-22	12	2022-12	06-Feb-22	05-Mar-22	27
2022	2021-22	13	2022-13	06-Mar-22	31-Mar-22	25
2023	2022-23	01	2023-01	01-Apr-22	30-Apr-22	29
2023	2022-23	02	2023-02	01-May-22	28-May-22	27
2023	2022-23	03	2023-03	29-May-22	25-Jun-22	27
2023	2022-23	04	2023-04	26-Jun-22	23-Jul-22	27
2023	2022-23	05	2023-05	24-Jul-22	20-Aug-22	27
2023	2022-23	06	2023-06	21-Aug-22	17-Sep-22	27
2023	2022-23	07	2023-07	18-Sep-22	15-Oct-22	27
2023	2022-23	08	2023-08	16-Oct-22	12-Nov-22	27
2023	2022-23	09	2023-09	13-Nov-22	10-Dec-22	27
2023	2022-23	10	2023-10	11-Dec-22	07-Jan-23	27
2023	2022-23	11	2023-11	08-Jan-23	04-Feb-23	27
2023	2022-23	12	2023-12	05-Feb-23	04-Mar-23	27
2023	2022-23	13	2023-13	05-Mar-23	31-Mar-23	26
2024	2023-24	01	2024-01	01-Apr-23	29-Apr-23	28
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2024	2023-24	10	2024-10	10-Dec-23	06-Jan-24	27
2024	2023-24	11	2024-11	07-Jan-24	03-Feb-24	27
2024	2023-24	12	2024-12	04-Feb-24	02-Mar-24	27
2024	2023-24	13	2024-13	03-Mar-24	31-Mar-24	28
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2031	2030-31	01	2031-01	01-Apr-30	27-Apr-30	26
2031	2030-31	02	2031-02	28-Apr-30	25-May-30	27
2031	2030-31	03	2031-03	26-May-30	22-Jun-30	27
2031	2030-31	04	2031-04	23-Jun-30	20-Jul-30	27
2031	2030-31	05	2031-05	21-Jul-30	17-Aug-30	27
2031	2030-31	06	2031-06	18-Aug-30	14-Sep-30	27
2031	2030-31	07	2031-07	15-Sep-30	12-Oct-30	27
2031	2030-31	08	2031-08	13-Oct-30	09-Nov-30	27
2031	2030-31	09	2031-09	10-Nov-30	07-Dec-30	27
2031	2030-31	10	2031-10	08-Dec-30	04-Jan-31	27
2031	2030-31	11	2031-11	05-Jan-31	01-Feb-31	27
2031	2030-31	12	2031-12	02-Feb-31	01-Mar-31	27
2031	2030-31	13	2031-13	02-Mar-31	31-Mar-31	29
2032	2031-32	01	2032-01	01-Apr-31	26-Apr-31	25
2032	2031-32	02	2032-02	27-Apr-31	24-May-31	27
2032	2031-32	03	2032-03	25-May-31	21-Jun-31	27
2032	2031-32	04	2032-04	22-Jun-31	19-Jul-31	27
2032	2031-32	05	2032-05	20-Jul-31	16-Aug-31	27
2032	2031-32	06	2032-06	17-Aug-31	13-Sep-31	27
2032	2031-32	07	2032-07	14-Sep-31	11-Oct-31	27
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2032	2031-32	10	2032-10	07-Dec-31	03-Jan-32	27
2032	2031-32	11	2032-11	04-Jan-32	31-Jan-32	27
2032	2031-32	12	2032-12	01-Feb-32	28-Feb-32	27
2032	2031-32	13	2032-13	29-Feb-32	31-Mar-32	31
2033	2032-33	01	2033-01	01-Apr-32	01-May-32	30
2033	2032-33	02	2033-02	02-May-32	29-May-32	27
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2033	2032-33	04	2033-04	27-Jun-32	24-Jul-32	27
2033	2032-33	05	2033-05	25-Jul-32	21-Aug-32	27
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2033	2032-33	08	2033-08	17-Oct-32	13-Nov-32	27
2033	2032-33	09	2033-09	14-Nov-32	11-Dec-32	27
2033	2032-33	10	2033-10	12-Dec-32	08-Jan-33	27
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2033	2032-33	12	2033-12	06-Feb-33	05-Mar-33	27
2033	2032-33	13	2033-13	06-Mar-33	31-Mar-33	25
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2034	2033-34	03	2034-03	29-May-33	25-Jun-33	27
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2034	2033-34	13	2034-13	05-Mar-34	31-Mar-34	26
2035	2034-35	01	2035-01	01-Apr-34	29-Apr-34	28
2035	2034-35	02	2035-02	30-Apr-34	27-May-34	27
2035	2034-35	03	2035-03	28-May-34	24-Jun-34	27
2035	2034-35	04	2035-04	25-Jun-34	22-Jul-34	27
2035	2034-35	05	2035-05	23-Jul-34	19-Aug-34	27

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2035	2034-35	09	2035-09	12-Nov-34	09-Dec-34	27
2035	2034-35	10	2035-10	10-Dec-34	06-Jan-35	27
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2035	2034-35	12	2035-12	04-Feb-35	03-Mar-35	27
2035	2034-35	13	2035-13	04-Mar-35	31-Mar-35	27