# MAINSchedule 9

# Brief, Preliminaries and Specification

**Number CLC5255
Title: The Collection of Cash from Pay and Display Machines in the Borough.**

**LONDON BOROUGH OF TOWER HAMLETS**

**CONTRACT SPECIFICATION**

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**GLOSSARY OF TERMS USED**

AO Authorised Officer

CEA Civil Enforcement Area

CEO Civil Enforcement Officer

CPE Civil Parking Enforcement

CPZ Controlled Parking Zone

DfT Department for Transport

DVLA Driver Vehicle Licensing Agency

HHCT Hand Held Computer Terminal

ITT Invitation to Tender

LAN Local Area Network

MP Metropolitan Police

SOR Schedule of Rates, to be completed by tenderer

THC Tower Hamlets Council

TMA Traffic Management Act 2004 and all guidance issued there under

TMO Traffic Management Order

TSRGD Traffic Signs and Regulations General Directions 2016, ISBN 0111300150

The words and expressions with an initial capital letter that are used in this document shall have the meanings set out in the Conditions of Contract.

**INTRODUCTION TO THE SPECIFICATION**

The area to be covered by the Contract is the whole of the administrative area of the London Borough of Tower Hamlets and this document is the Specification for the Contract for the collection and banking of cash from Pay and Display machines and related services in the borough.

The London Borough of Tower Hamlets presently has 143 Pay & Display Machines, located borough-wide and divided into schedules covering all parking zones within the Civil Enforcement Area including a collection of envelopes from LBTH premises as per the specification (a map of the CEA is shown in Appendix 2). This number may increase or decrease over the period of the contract. The grouping of machines into schedules is primarily to allow for easier collection and monitoring of cash collected.

The council has a well-trained in-house team responsible for repair and maintenance of Pay & Display machines and are on call Monday to Friday to assist with any technical problems hindering cash collections, but would not get involved with the actual cash collection.

**The Council's current banker is the Natwest PLC. 3rd Floor, 280 Bishopsgate, London EC2M 4RB.**

As guiding principle, the legal basis of the services to be provided is the following:

* Private Security Industry Act of 2001
* Road Traffic Regulation Act 1984

Parking & Mobility Services within the Place Directorate have the responsibility of managing Pay and Display machines and the money collected through this means.

**Summary of Services Required and Operation of the Contract**

The services required are:

* The collection of cash income from the Council's 143 Pay and Display machines. This number could vary as Parking Services could remove or install machines depending on need.
* Counting of cash income from Pay and Display machines and preparation for banking.
* Banking of cash income into the Council's nominated account.
* Reconciliation of variances.

These services are to be provided during normal contracted hours, 7am to 5pm weekdays. On average, cash is to be collected from each pay and display machine every 5 working days. The Council groups its Pay and Display machines into 6 collection rounds, known as "collection schedules". The successful bidder will collect cash in accordance with these schedules, as this assists the Council in managing the services and assessing demand / usage over a sustained period.

The successful contractor can however combine any schedules to make up a daily round(s) pending the approval of the Council. The contractor will also vary combinations/days/times of collection for security reasons, the single determining factor being that on average each machine is emptied of cash every 5 working days.

The Council will pay for the services on the basis of a single all-inclusive fee for each machine collected each day (but for convenience, aggregated to each month). Quotations are therefore sought on this basis for (a) collections during normal contracted hours and (b) outside normal working hours i.e. special collections if required.

**SCOPE OF CONTRACT**

This Specification is broken down into the following sections:

Section 1: Introduction to the Specification

Section 2: Contract requirements

The control of parking in Tower Hamlets is based upon the Council's parking objectives and aims. Our aim is to be transparent, efficient and effective ensuring value for money for the council and the residents and community in Tower Hamlets. Our Vision and Mission provides the goals for the service and gives a clear direction to staff and forms part of our service objectives. Our objectives include, but are not limited to:

* restraining the inessential use of vehicles so that more essential vehicles (e.g., emergency services vehicles, commercial vehicles, and buses) can operate efficiently and without undue delay;
* balancing the demands of parking in a way that maintains the economic viability and attractiveness of the borough, yet reduces congestion and promotes sustainable travel patterns and behaviour;
* preserving existing carriageway capacity on major roads throughout the day and to restrict the parking of larger vehicles where necessary on minor roads, so as to secure the expeditious movement of vehicular traffic, cycles, and pedestrians on the Borough's road network and to facilitate that on other authorities networks;
* ensuring that the efficient operation of bus services is not impeded by illegally parked vehicles, and to facilitate improvements to those services where appropriate;
* making parking arrangements in such a way that they do not impinge on footway space, obstruct pedestrians or cyclists, and take into account the circulation of disabled people;
* reducing the adverse effects of large volumes of vehicles of traffic on the environment;
* meeting parking needs of people with disabilities;
* assisting with the re-allocation of space away from private car use to towards other sustainable transport modes (public transport, pedestrians, cyclists) and the improvement of the public realm; and
* providing safety, amenity and environmental improvement on Estates.

The Council has Traffic Management Orders (TMOs) controlling parking throughout all areas of the Borough, and in most areas of the Borough there is also a number of permit parking schemes. There are a limited number of roads that are excluded from the Civil Enforcement Area, as shown on the map in the Appendix 2.

* 1. **Contract**

The council intends to grant a five-year contract from 1st October 2018 with an option to extend for a further two years.

* 1. **Costing**

P&D machine locations and the frequency and number of collections are subject to change (giving one month's notice in writing) and collections are scheduled to allow at least five days between each scheduled collection. Collections that are not physically possible or which coincide with bank or public holiday will be done on the next scheduled collection except where the council request for a special collection. reu

* 1. **Invoices**

The contractor will be required to invoice the Council monthly for services rendered based on the number of collections in accordance with the schedule. The Contractor must be able to issue all invoices electronically (but provide paper copies as and when required), process invoices and accept payments on the Council's payment system (currently Agresso).

The Schedule of Rates contains the various circumstances for which the Council shall pay for services provided by the Contractor. Tenderers are reminded that no other aspects will be paid for.

* 1. **Insurance**

In addition to the requirement in the General Conditions, the Contractor will also be required to ensure that the Council's cash is adequately insured. The Contractor is required to have motor public liability, employer's liability, fidelity and cash in transit insurance. The maximum amount of cash transported at any given time will not be more than £10,000 in cash.

* 1. **Contract Meeting**

The successful bidder will be required to attend a meeting approximately two weeks prior to the commencement of the contract with the On-Street Services and Equipment Manager to determine locations of collections and schedules for Pay and Display machines.

* 1. **The IT & Information Systems**

There is a corporate ICT Department, which sets standards and certain aspects of support to facilitate the integration and use of the IT service requirements.

* 1. **Contract Monitoring**

The Authorised Officer (AO) will be responsible for the monitoring and administration of the Contract. Monitoring will be directed to ensure that the Contract Standard is met in accordance with the Conditions of Contract.

The contract is based around a Schedule of Rates (SOR), and the principle items within the SOR will be the unit costs for the provision of labour and vehicles. The Council will at all times determine the number of units of any SOR item to be provided, although the Contractor's tendered and subsequent recommendations in this regard will be considered.

* 1. **Contract Management**

Personnel from the Council will be closely involved with contract management on an on-going basis.

They will be involved in particular with exceptional situations, where the situation demands the presence or involvement of an officer of the Council. To complement the above functions, the Council will retain control over grouping of machines into schedules, number of schedules and the collection times.

**General Requirements**

1. **On-Street Income Collection**
	1. The Contractors shall perform the contracted works within normal contracted hours (Monday to Friday 0700 hrs to 1700hrs) and any collections outside this time must be approved by the Authorised Officer as a special collection. Deviation from the contract conditions and parameters without approval may result in such collections not being paid for.
	2. The Contractor shall be closely monitored and scrutinised in the performance of the contract by any means considered suitable to the Council, including but not limited to unannounced inspection of activities and vehicles, both at the operating base and on street, and analysis of data and statistics obtained by the Council and submitted by the contractor.
	3. Failure to collect from individual machines due to poor standards of services by the Contractor on two collections in eight weeks may result in the cost of alternative collection being paid for by the Contractor. Estimation of loss of income to the Council will be the total income over the previous last four collections for that Pay and Display machine divided by the number of days over the period.
	4. Collections from Pay and Display machines are to be carried out in a weekly cycle in accordance to specified schedules as shown in appendix 1. The Contractor will be required to provide detailed information to the authorised officer concerning their daily activities in a format agreed with the Council.
	5. All Pay and Display machines in a schedule are to be collected on the same day and counted and banked within 48 hours of collection except for bank holidays, where it is expected that monies collected will be banked on the next working day.
	6. The Contractor shall agree with the Council, days of collection for each schedule, and any collections outside the agreed collection days are to be recorded and notified in writing to the authorised officer within 48 hours.
	7. The frequency of collection is to be conducted as shown in Appendix 1: The Schedule of Collection. The Council can increase, reduce the amount of collections or request for a special collection, as a means of safeguarding the Council's income or to reduce cost to the council.
	8. Special Collection refers to the additional collections carried out weekends, bank holidays or during unsocial hours (1700 – 0700) on written instruction of the Council.
	9. All additional collections and special collections should be adequately documented and agreed to prior to the collection by the Authorised Officer.
	10. All additional collections to the monthly schedule and any special collections for the month, shall be itemised separately on the invoice and payment made in accordance with the pricing schedule.
	11. The Authorised Officer shall give one month's notice prior to amendment or change to the schedules where possible.
	12. The Contractor is responsible for the security of empty cash boxes and keys for each machine and any losses or damages must be reported to the authorised officer in writing within 24 hours or the next working day (Monday to Friday).
	13. Where keys are lost or unaccounted for, the contractor shall notify the Council immediately (phone / fax / email applicable) and then supply a written report within 24 hours (or next working day). The Contractor's written report will form part of a running log of events as they unfold.
	14. Where the loss of keys results in the Council having to undertake a re-locking exercise, the costs of the exercise (including without limitation to parts, labour & lost cash labour) will be reimbursed by the Contractor.
	15. Damage to keys or equipment due to Contractor's negligence will result in financial reimbursement for the cost of replacement of such keys and equipment including labour.
	16. The Contractor will be recharged for any loss, damage of keys or equipment, any re locking exercise (including without limited parts, labour and cash lost) arising from their actions or inactions of their employees; other than for wear or tear.
	17. Failure to access machines due to "lock fault" is to be recorded and notified to the Authorised Officer, by means of completion of an agreed controlled account document.
	18. Tenderers should note that this service provides a very important function in ensuring collection and banking of revenue to the highest standards. Consequently, it is important that all contractors' staff involved in the provision of this service will:
2. Be polite and tidily dressed at all times wearing appropriate uniforms and the appropriate protective equipment when carrying out duties under this contract.
3. Wear appropriate identification which will include a photograph and badge number.
4. Be properly trained to do their work and to deal with angry or aggressive people.
5. Conduct themselves properly including whilst driving

1. **Staffing**
	1. The Contractor shall only use staff licensed in accordance with the Private Security Industry Act of 2001.
	2. The Contractor shall supply suitably experienced person(s) to manage and staff the services to ensure prompt courteous and competent provision of the services at all times. Such persons shall be on call to the Council, at any time during which the services are being provided.
	3. The Contractor and its employees shall comply in all respect with their policies on health and safety and equality.
	4. The Contractor shall provide at its own expense a system for monitoring conduct, and performance of any staff employed on the Contract. Any information in this system shall be made available in an agreed format to the Council on a confidential basis.
	5. The Contractor will be financially accountable for any damage or abuse to any or all equipment provided by the Council for use in the income collection operation, other than normal wear and tear.
	6. Parking & Mobility Services will provide the initial training on computer systems to approved designated staff. Subsequent training will be provided at the Contractor's expense.
	7. All users of this equipment are reminded of their liabilities and responsibilities, both personal and corporate, in respect of the prevailing General Data Protection Regulations implemented in 2018. Any problems or irregularities shall be reported to the Council within 48 hours of noticing such irregularity.
	8. The Contractor will make arrangements to continue operations during any system downtime and to update records when normal service is restored.
	9. Any breaches of these requirements will be dealt with under the conditions of the Contract.
	10. All staff will be required to be positively vetted by the Disclosure & Barring Service (DBS) checks to a level of a Standard DBS check. No member of staff may operate on the Contract unless they have been cleared to that level as suitable to be employed for this purpose.
2. **Premises**
	1. The Contractor shall base its activities premises agreed in accordance with the specification as being suitable for the purpose of the contract.
	2. The Contractor shall be responsible for ensuring that the premises are kept clean and in sound and safe condition. Security of the premises is to comply with insurance requirements for the receipt of cash collected, retained and counted on behalf of the Council and the security of council keys and equipment.
	3. The Contractor shall give the Council three months' notice for change of premises and this must be subject to the agreement of the Council.
	4. The Council reserves the right to inspect the premises every six months or with immediate effect if the Council has any serious concerns.
3. **Vehicles**
	1. Vehicles in use for this contract should be of appropriate specification, and fitted out to reduce damage to cash boxes in transit.
	2. All vehicles must be equipped with a GPS location system such that their location can be identified at any time and safe handling facilities fitted. The contractor must be able to provide information at all times regarding the location of every vehicle deployed on the contract in real time upon the request of the Council.
	3. Vehicles are to comply with insurance standards in accordance with safety / security of cash collected as estimated within the terms of the contract
	4. All vehicles must be kept at all times in a clean and tidy condition, to the satisfaction of the AO. Any vehicle that is not in such a condition may be ordered to be removed from service until it is remedied.
	5. All vehicles and drivers must comply with all relevant legislation, including tax and insurance cover for the type of vehicle and the work it is to carry out, wearing of seat belts, not using mobile phones and emissions etc. Drivers not complying with relevant laws and rules may result in the Council requesting his or her dismissal from the contract.
	6. The Contractor shall notify the Council within 24 hours of an accident involving one of the Contractor's vehicles where our service is / will be affected in any way.
4. **Management Information and Computer Software**
	1. The Contractor shall provide the Authorised Officer with all / any information that he/she may require to fulfil the monitoring role.
	2. The Council will require the Contractor to operate the Council's cash collection system as necessary and shall train his / her operatives at the Contractor's own expense.
	3. The Contractor shall operate such manual and computer-based databases and cash receipting as directed. Where the system involves payments to the Council's nominated accounts, provision and training of such systems shall be at the Council's expense. Where it is agreed that the Contractors operate their own systems, such provision and training will be at the Contractor's expense.
	4. The Contractor shall report all transactions and activity on selected days to the Council in the fullest detail in such format and frequency as may be directed by the Authorised Officer.
	5. The Contractor shall maintain comprehensive records on all aspects of the provision of the service to the absolute satisfaction of the Council for period of at least 7 years after the most recent transaction.
	6. Staff changes shall be notified immediately to the Authorised Officer.
5. **Complaints**
	1. The Contractor shall keep, maintain and make available for inspection Incident Books giving details of any operational matter (both on-street and at the premises (as defined in clause 4) for future reference which may result in a complaint by a member of the public or in an investigation by the Authorised Officer. Separate Incident Books must be maintained for on-street and off-street incidents.
	2. The Contractor shall co-operate fully with the investigation of any complaint by the Council in accordance to the Council's complaints procedures. All members of the Contractor's staff shall, within a reasonable time and not longer than 5 working days provide statements, records and photographs, attend meetings, act as witnesses, as required. Occasionally, the circumstances of the enquiry or complaint may demand that the Contractor provides the required details as a priority in the shortest time possible, in which case, the Contractor shall make his best endeavours to fulfil the request within four working hours during the working day.
	3. Every step must be taken to ensure that requests of this nature are complied with efficiently and diligently. The Contractor must ensure that it is of a satisfactory standard before submitting it to the Council.
	4. Should the person from whom the statement is requested be on leave, then the AO should be notified via email by the next working day, if not on the same day the request is received. The AO should be supplied with the reason for the person's absence, the expected date of return to duty and the proposed date for the statement to be completed and passed to the AO.
	5. It may be necessary for an AO to interview a member of staff who is the subject of a complaint. This may or may not coincide with the production of a statement. The AO may pursue issues that could be directly or indirectly related to the complaint.
	6. In the event that the Contractor receives correspondence from a third party arising from the principal activities, the correspondence shall be date stamped immediately upon receipt and passed to the AO within one working day.
6. **Monitoring Performance**
	1. Effective monitoring will be essential to the successful operation of this Contract. The Authorised Officer will continuously monitor service standards in the following areas: -
7. Quality of the service delivered
8. Type of service delivered
9. Corrective action taken
10. Key Performance Indicators
11. Variation Order
12. Making payments
13. Terminating the agreement
	1. The Contractor shall submit for approval method statements to cover
14. Procedure for vetting staff
15. Receipt at cash room
16. Procedure for cash sorting, counting & banking of cash
17. Cash in transit
	1. The Contractor shall perform the services in accordance with the approved method statements and any deviation must be approved in writing by the Council.
	2. The Contractor undertakes to provide the Authorised Officer with a daily record of all activities to cover collection, counting, banking and accountability of cash by means of control documentation.
	3. The cash collection data will be supplied the following day to the Authorised Officer, who will make them available to whoever requires it for management reports or invoice checking.
	4. The Contractor undertakes to report unscheduled downtime (resulting from staff absences, vehicle failures, or missing equipment) to the Authorised Officer relation to any week on the Monday of the following week. Where the Authorised Officer requires information or documentation, the Contractor undertakes to provide it as soon as possible, no later than five working days after the initial request.
	5. The Contractor shall perform the whole of the Services contained in the Contract to the standard set out in the Specification, their method statements and other Contract documentation to the satisfaction of the Authorised Officer or authorised representatives.
	6. In the event of the whole, or part, of the Contract not being performed due to the default, omission or negligence of the Contractor, its Agents, employees or sub-contractors, such default, etc. will be the subject to rectification notice /letter being served in accordance with the contract terms and conditions.
	7. The Authorised Officer will serve the rectification notice stating in all necessary detail the nature of the default together with the date and time and the period if any, allowed the Contractor to rectify the default in accordance with the contract terms and conditions. The Contractor will comply with the requirements of the Rectification Notice forthwith or within such times as may be specified.
	8. If the Contractor rectifies its non-performance in accordance with the Notice and to the Authorised Officer's satisfaction it will remain on the record only. The Notice will only be taken account of in the event of the failure to comply with the Rectification Notice, or where the Council need to recover costs.
	9. The Contractor will not be paid the cost to rectify the default identified in the Rectification Notice, but if the Contractor has complied with the Notice, payment will be made for the work done pursuant to the Contract.
	10. The Council is entitled to recover its reasonable costs and make such arrangements that are proper for the completion of the Services that is the subject of the Notice, in all respects. For this purpose, the Council shall be entitled to use the staff or employ another Contractor or staff to perform the work to the Authorised Officers' satisfaction and to the Contract Standard.
	11. The Contractor will only be paid for the cost of the work performed to the satisfaction of the Authorised Officer and to the Contract standard less the Council's reasonable costs arising out of the cost of rectifying defects.
18. **Information Systems**
	1. For on-street collections, the Contractor will be required to provide detailed information to the Authorised Officer(s) concerning their daily activities in a format to be notified to the successful bidder.
	2. All Management information will be compatible with the Council specification.
19. **Audit Requirements**
	1. The Contractor shall have a real-time monitoring procedure in place and documentary evidence shall be available for the evaluation of the contractors self-monitoring system. This shall be subject to approval of the Council's internal Audit service and adhere to ISO standards.
	2. The Contractor's premises and method statement for the Contract shall be subject to approval by the Council's internal audit. No changes to the Contractor's agreed method statement should be made without the prior written consent of the Council.
	3. Any changes to the Contractor's agreed method statement shall not be made without the prior written consent of the council.
	4. The Contractor must supply the Council with a list of authorised signatories (employees who will be collecting money from pay and display machines) with passport type photographs and notify the council in advance of any additions and deletions to that list. All operatives working for the council are required to show identity cards if requested.
	5. The Contractor shall comply with all requests made by the Council's internal auditors from time to time including for the evaluation of the contractors self-monitoring system.
20. **Counting, Security and Banking of Cash**
	1. The Contractor will carry out the counting of cash in accordance with the Contractor's method statement as agreed by the Council from time to time.
	2. The Contractor will, when requested by the Council's Authorised Officer or the Council's internal or external auditors make changes to any of its method statements in the interest of security / or fiscal accountability.
	3. The counting of monies will take place in the Contractor's own secure premises. The Contractor may not use any premises for counting cash without the Council's prior inspection and approval of their suitability in writing. The Council's approval of the premises will not be unreasonably withheld.
	4. The Contractor will prepare banking sheets and carry out the banking of cash in accordance with the Contractor's method statement as agreed by the Council from time to time.
	5. Responsibility will rest with the Contractor to ensure that all monies are paid in to the bank and receipted within 48 hours.
	6. Responsibility for all of the monies collected rests with the Contractor through to the point where it is banked and confirmed by the council.
	7. The only bank account to be used by the Contractor for these purposes will be that nominated by the Council and all receipts received for payments made on behalf of the Council shall be returned to the Authorised Officer within 48 hours.
21. **The Managers, Deputies and Availability**
	1. The Contract Managerwill be the Contractor's senior person for the purposes of the Contract, to whom or to whose approved deputy, reference may be made by the Council as set out in the Conditions of Contract.
	2. It is considered vital that the Contract Manager is of high calibre and is allowed time to understand the specific needs of the Council in this regard. It is also considered important that the Contract Manager adopts a responsive stance to the delivery of service to the Council and to the public.
	3. The Contract Manager or approved deputy must be available during all operational hours, to manage the service and to respond to the Council when required.
	4. Tenderers are invited to submit a method statement in their tender as to how the overall contract operations will be provided and effectively managed. This method statement will form an important part of the tender evaluation and assessment.
22. **Staff Selection**
	1. The calibre of staff to be used is critical to the success of the entire operation. On-street staff who come across aggressive behaviour from members of the public must be trained appropriately and capable of restrained, although authoritative behaviour.
	2. In any event, the Council will retain the right to ask the Contractor to remove forthwith from the Contract any member of staff who, in the opinion of the Council, is unfit for the post. Such a person will then be barred from working on any Contract with the Council or in the performance of the Services. These requirements are set out more fully in the Conditions of Contract**.**
23. **Staff Training and Behaviour**
	1. The Contractor must have suitable training programmes in place for their staff. The training programme must be approved by the Council and achieved by appropriate C&G or equivalent courses.
	2. The attitude adopted by Contractor's staff reflects on the Council, and staff must be made aware of the need for politeness and a helpful attitude at all times. The Council requires that they approve the Contractor's policies and procedures for the selection and management of staff with regard to matters of personal conduct. Thereafter, the Council will expect all issues relating to personal conduct to be dealt with in accordance with the agreed policies and procedures. All complaints will be fully investigated and, if necessary, recorded against a personal record.
	3. The Contractor shall be responsible for the cost of all staff training. The Council will provide a reasonable level of technical training for staff in the use of computer software in relation to the Council systems, and this will be provided at no cost to the Contractor.
	4. From time to time, the Council may issue service instructions for the attention of the Contract Manager. It is expected that the content of all service instructions will be briefed to all staff at the earliest practical opportunity and that, where appropriate, the content is included into future training programmes.
	5. The contractor shall keep electronic records of the training received by staff, commencing with induction training modules. These records shall detail, as a minimum, the following:
24. The date the training need was identified
25. Who identified the need (e.g. individual's supervisor, Client Officer)
26. A description of the training need
27. The date training was delivered
28. The method of delivering the training, and by whom.
	1. This document will form the basis of the Training Plan that shall be submitted to the Council upon request. Client officers will be using this Plan to assess the effectiveness of the contractor's staff training and development strategies.
29. **Business Continuity**
	1. The Council requires a service which demonstrates a high degree of ability to operate in the event of failures in aspects of the overall provision.
	2. The contractor is required to prepare, develop and exercise abusiness continuity plan to ensure that the service will continue in challenging circumstances to be approved by the Authorised Officer.
30. **Health and Safety**
	1. The Contractor shall at all times comply with the requirements of the Health and Safety at Work Etc. Act 1974 and of any other acts, regulations or orders pertaining to the health and safety of employees.
	2. The Contractor shall, if notified, have regard to the Council's safety policy when preparing their own statement, together with all notified codes of practice. The Contractor shall nominate a person to be responsible for the health and safety matters required by the relevant Act(s).
	3. The Council's Corporate Director, Place, shall be empowered to suspend the execution of the service in the event on non-compliance by the Contractor with health and safety matters. The Contractor shall not resume work until the Corporate Director is satisfied that the non-compliance has been rectified.
	4. The Contractor will carry out and review yearly, the risk assessment on all Pay and Display machines and of all activities relating to collecting from Pay and Display machines and the counting cash at the approved their approved premises.
	5. All parties to this agreement will comply with prevailing Health and Safety legislation.
31. **Contract Management**
	1. Defaults by the Contractor will be dealt with in accordance with the default, and if necessary, the termination provisions of the Conditions of Contract.
32. **Contract Review Meetings**
	1. These will be held on a monthly basis within two weeks of the end of a period. Times and dates will be set by mutual agreement. The purpose of these meetings is to review regular events and service delivery. An Annual Review meeting will be held in April of every year to review the service of the previous year and discuss issues that may affect the new year including the pricing issues.
	2. These meetings will be attended by the AO and the Contract Manager, may include other Contractor representatives or partners of Parking & Mobility Services, and will identify issues where either party requires action. Minutes will be taken and will form an important aspect of recording the progress of the Contract.
	3. Any variation to the Service resulting from the Annual Review Meeting must be imposed in accordance with the Conditions of Contract.
33. **Contract Variations And Re-Negotiation**
	1. Changes to the scope of the Contract will be in accordance with the Conditions of Contract.

1. **Contract Termination**
	1. The Contract will terminate or expire in accordance with the Conditions of Contract. The Contractor's obligations in respect of termination or expiry of the Contract are set out in the Conditions of Contract.
2. **Recovery of the Council's Costs**
	1. The Council shall be entitled to recover its reasonable expenses in respect of the Contractor's failure to remedy a default notified to the Contractor for:
	2. additional expense reasonably incurred (including loss or damage claims, including administrative and legal costs) which fall on the Council due to the Contractor's failure to perform the Services;
	3. the difference in the cost of using a replacement Contractor; and
	4. the cost of fines, including administrative and legal costs arising from Criminal Proceedings brought against the Council, arising from the Contractor's non-performance;

**APPENDIX 1: SCHEDULE OF COLLECTION**

|  |
| --- |
| **SCHEDULE 1** |
| **ZONE** | **MACHINE NUMBER** | **STREET** | **LOCATION**  |
| C1 | 4519 | TRINITY SQUARE | Opp 10 |
| C1 | 4520 | TRINITY SQUARE | Opp 10 |
| C1 | 3615 | ALIE STREET | O/S 28 |
| C1 | 3743 | LEMAN STREET | O/S 75 |
| C3 | 20302 | BROMLEY STREET | Opp 5 |
| C3 | 19401 | BEAUMONT SQUARE | Opp Hospital  |
| C3 | 19407 | BEAUMONT SQUARE | O/S Peter Show  |
| C3 | 2207 | STEPNEY WAY | O/S school |
| C3 | 1207 | CAVELL STREET | O/S 100-136 |
| C3 | 1209 | CAVELL STREET | Opp 71 |
| C3 | 1210 | CAVELL STREET | Opp 37 |
| C3 | 2103 | ASHFIELD STREET | Opp 56 - 76 |
| C3 | 2105 | ASHFIELD STREET | Opp 46 |
| C3 | 2106 | ASHFIELD STREET | O/S 46 |
| C3 | 1008 | TURNER STREET | Opp 87 |
| C3 | 1506 | NEWARK STREET | Opp no 2 |
| C3 | 1012 | TURNER STREET | Opp no 26 |
| C3 | 1007 | TURNER STREET | Opp 87 |
| C3 | 1117 | NELSON STREET | Opp 42-52 |
| C3 | 21501 | PHILPOT STREET | O/S 16 |
| C3 | 1115 | NELSON STREET | Opp 7 |
| C1 | 610 | SETTLES STREET | Opp 28 |
| C1 | 16301 | FORDHAM STREET | Opp 24j |
| C1 | 708 | MYRDLE STREET | O/S 54 |
| C1 | 18201 | GREENFIELD STREET | O/S 101 |
| A4 | 26401 | MILE END ROAD (ODDS) | O/S 27A |
| A4 | 12613 | BANCROFT ROAD | Opp 9 |
| A4 | 12705 | GRANTLEY STREET | OPP 70 |
| A4 | 14520 | ROMAN ROAD | O/S 101 |
| A4 | 14816 | APPROACH ROAD | O/S Allen Mcaythly House |
| A4 | 14807 | APPROACH ROAD | O/S Hospital |
| A4 | 14805 | APPROACH ROAD | O/S 49 |
| A4 | 22301 | PARMITER ROAD | O/S Ted Roll House |
| **TOTAL NUMBER OF PAY & DISPLAY MACHINES = 33** |

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| **SCHEDULE 2** |
| **ZONE** | **MACHINE NUMBER** | **STREET** | **LOCATION**  |
| A6 | 8904 | QUAKER STREET | OPP Hollywood Lofts |
| A6 | 16601 | COMMERCIAL STREET | O/S 12 |
| A6 | 17801 | FOLGATE STREET | O/S 1-8 |
| A6 | 9101 | ARTILLERY LANE | O/S 40 |
| A6 | 25401 | NEW GOULSTON STREET | OPP 1-10 |
| A2 | 54301 | DAVENANT STREET | OPP 9 |
| A2 | 10311 | HANBURY STREET | O/S 105 |
| A6 | 8108 | BRICK LANE | O/S 54 |
| A6 | 8107 | BRICK LANE | O/S 78 |
| A6 | 10405 | PRINCELET STREET | O/S 34 |
| A6 | 8105 | BRICK LANE | O/S 114 |
| A6 | 8104 | BRICK LANE | O/S 132 |
| A2 | 8112 | BRICK LANE | O/S 200 |
| A2 | 8714 | BETHNAL GREEN ROAD | O/S 148 |
| A2 | 8713 | BETHNAL GREEN ROAD | O/S 43-47 |
| A2 | 8714 | BETHNAL GREEN ROAD | O/S 145 |
| A2 | 8712 | BETHNAL GREEN ROAD | O/S 321 |
| A2 | 22901 | ST MATHEWS ROAD | OPP 39 |
| A2 | 8717 | BETHNAL GREEN ROAD | O/S 228 |
| A2 | 20402 | BUCKFAST STREET | O/S 11 |
| A2 | 8720 | BETHNAL GREEN ROAD | O/S 278 |
| A2 | 8711 | BETHNAL GREEN ROAD | O/S 279 |
| A2 | 8716 | BETHNAL GREEN ROAD | OPP Rich Miz |
| B4 | 75801 | DACE ROAD | O/S1-7 |
| C2 | 4611 | ST KATHERINES WAY | O/S Tower Bridge Wharf |
| D1 | 21703 | POPLAR HIGH STREET | O/S Bowling Green |
| D1 | 21717 | POPLAR HIGH STREET | O/S 253 |
| D1 | 21718 | POPLAR HIGH STREET | O/S Sports Facility  |
| D1 | 140101 | WEST INDIA DOCK ROAD | O/S 53 |
| D1 | 95202 | MILLHARBOUR | O/S Council building |
| A2 | 22402 | SCLATER STREET  | O/S 64 |
| A2 | 8742 | BETHNAL GREEN ROAD | O/S Hutton House |
| **TOTAL NUMBER OF PAY & DISPLAY MACHINES = 32** |

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| **SCHEDULE 3** |
| **ZONE** | **MACHINE NUMBER** | **STREET** | **LOCATION**  |
| B1 | 101604 | OLD FOR ROAD | Opp 284 |
| B1 | 101601 | OLD FOR ROAD | Opp Lakeview  |
| B1 | 101605 | OLD FOR ROAD | O/S550 |
| B1 | 12401 | ST STEPHENS ROAD | O/S 147-165 |
| B1 | 60701 | DRIFFIELD ROAD | O/S 24 |
| B1 | 63601 | ELLESMERE ROAD | O/S 31 |
| B1 | 145304 | VIVIAN ROAD | O/S33 |
| B1 | 136001 | KENILWORTH ROAD | O/S 369 |
| B1 | 69801 | GERNON ROAD | O/S 17 |
| B1 | 94007 | MEDWAY ROAD | O/S 349 |
| B1 | 116901 | SAXON ROAD | O/S Ardent House |
| B1 | 117901 | SELWYN ROAD | Opp 2 |
| B1 | 124201 | STAFFORD ROAD | Opp 24 |
| B1 | 97401 | MOSTYN GROVE | O/S 11 |
| B3 | 50501 | CHRISP STREET | NEXT TO CLOCK TOWER |
| B3 | 50502 | CHRISP STREET | OPP BOYS CLUB |
| B1 | 132401 | TREDEGAR SQUARE | Opp 16 |
| B1 | 28901 | ALFRED STREET | O/S 5 |
| B1 | 96801 | MORNINGTON ROAD | O/S 50 |
| B1 | 66502 | FERN STREET | Opp School  |
| B1 | 128802 | THOMAS ROAD | O/S 21 |
| B1 | 31502 | ARMAGH ROAD | O/S 73 |
| B1 | 103701 | PARNELL ROAD | O/S 97 |
| B1 | 14527 | ROMAN ROAD | O/S 631 |
| B1 | 14526 | ROMAN ROAD | O/S 611 |
| B1 | 14525 | ROMAN ROAD | O/S 593 |
| B1 | 14524 | ROMAN ROAD | O/S 577 |
| B1 | 14522 | ROMAN ROAD | O/S 562 |
| B1 | 14521 | ROMAN ROAD | Opp 536 |
| B1 | 14545 | ROMAN ROAD | O/S 577 |
| B1 | 14548 | ROMAN ROAD | O/S 562 |
| B1 | 94008 | MEDWAY ROAD | O/S 64 |
| B1 | 145301 | ZEALAND ROAD | O/S 391 |
| **TOTAL NUMBER OF PAY & DISPLAY MACHINES = 33** |

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| **SCHEDULE 4** |
| **ZONE** | **MACHINE NUMBER** | **STREET** | **LOCATION**  |
| A3 | 25704 | VALLENCE ROAD | O/S Park |
| A3 | 77201 | HEMMING STREET | O/S KPM |
| A3 | 11204 | THREE COLTS LANE | O/S 65 |
| A3 | 8737 | BETHNAL GREEN ROAD | OPP 465 |
| A3 | 15903 | AINSLEY STREET | O/S 216 |
| A3 | 17001 | DERBYSHIRE STREET | O/S 12 |
| A3 | 13904 | RUSHMEAD | O/S 1 |
| A3 | 8740 | BETHNAL GREEN ROAD | O/S 363 |
| A3 | 8719 | BETHNAL GREEN ROAD | O/S 353 |
| A3 | 8738 | BETHNAL GREEN ROAD | O/S 385 |
| A3 | 8739 | BETHNAL GREEN ROAD | O/S 363 |
| A3 | 8735 | BETHNAL GREEN ROAD | O/S 433 |
| A3 | 8734 | BETHNAL GREEN ROAD | O/S 461 |
| A3 | 25201 | OLD BETNAL GREEN ROAD | Junction of St Judes Road |
| A3 | 2502 | OLD BETNAL GREEN ROAD | O/S 49 |
| A3 | 25203 | OLD BETNAL GREEN ROAD | O/S 25-32 |
| A3 | 26501 | MIDLETON STREET | O/S Park |
| A3 | 28106 | HACKNEY ROAD | O/S 417 |
| A3 | 28101 | HACKNEY ROAD | OPP 430 |
| A3 | 25602 | MINERVA STREET | O/S 450 |
| A3 | 28105 | HACKNEY ROAD | O/S 475 |
| A3 | 16201 | EMMA STREET | O/S Post Office |
| A3 | 16701 | COATE STREET | O/S Diament House |
| A3 | 16702 | COATE STREET | O/S 2 |
| A3 | 28102 | HACKNEY ROAD | OPP 430 |
| A3 | 28104 | HACKNEY ROAD | OPP 340 |
| A3 | 28103 | HACKNEY ROAD | OPP 388 |
| A1 | 28124 | HACKNEY ROAD | O/S 266 |
| A1 | 430 | BARNET GROVE | O/S 162 |
| A1 | 23901 | WIMBOLT STREET | O/S 36 |
| A1 | 8403 | QUILTER STREET | OPP 34 |
| A1 | 7818 | COLUMBIA ROAD | O/S 104 |
| A1 | 8605 | GOSSET STREET | O/S Packenham House |
| A1 | 8004 | VIRGINIA ROAD | OPP 84 |
| A1 | 7819 | COLUMBIA ROAD | OPP 82 |
| A1 | 28123 | HACKNEY ROAD | O/S 166 |
| A1 | 7822 | COLUMBIA ROAD | O/S Cuff House |
| A1 | 28108 | HACKNEY ROAD | O/S 10 |
| A5 | 19102 | ARNOLD CIRCUS | OPP Hurley House |
| A5 | 19101 | ARNOLD CIRCUS | OPP Shiplake House |
| A5 | 7603 | REDCHURCH STREET | O/S 50 |
| A5 | 7604 | REDCHURCH STREET | O/S 103 |
| A1 | 28107 | HACKNEY ROAD | O/S 72 |
| A3 | 127801 | TEESDALE CLOSE | OPP Claredale House |
| **TOTAL NUMBER OF PAY & DISPLAY MACHINES = 44** |

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| **SCHEDULE 5 (twice a week)** |
| **ZONE** | **MACHINE NUMBER** | **STREET** | **LOCATION**  |
| B1 | 14501 | ROMAN ROAD CAR PARK | Inside Car Park |

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| **SCHEDULE 6\*** |
| **ZONE** | **ENVELOPES**  | **STREET** | **LOCATION**  |
| C3 | Three times a week  | Bromley street | NSL Car Pound |
| C3 |  Three times a week  | Belgrave street  | LBTH Offices |

\*This arrangement could be altered during the term of the contract

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| **COLLECTION DAYS** |
| **COLLECTION DAY**  | **SCHEDULE** | **TOTAL NUMBER OF MACHINES** |
| Monday | 1,6 | 33 |
| Tuesday | 2 & 5 | 34 |
| Wednesday | 3,6 | 32 |
| Thursday | 4 | 44 |
| Friday | 5 & 6 (plus mop up) | 1 |

**APPENDIX 2: TOWER HAMLETS COUNCIL – MAP OF CIVIL ENFORCEMENT AREA**

