# MAINSchedule 9

# Brief, Preliminaries and Specification

**Number: P5349**

**Title: Cashless Parking Service**

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8. **INTRODUCTION**
   1. Except where the context otherwise requires, the following definitions shall apply in this Specification.

| **Term** | **Meaning** |
| --- | --- |
| **"Agreed"** | means either as set out in the Contract or subsequently agreed in writing by the Council. |
| **"The Borough"** | means the London Borough of Tower Hamlets. |
| **"Chargeable Hours"** | in relation to a Parking Place, means the times during which parking restrictions apply that require a person to pay a Parking Fee in order to park in that place. |
| **"The Contract Period"** | means the full term of the Contract. |
| **"The Contractor"** | means the Company that is awarded the Contract for providing the Service. |
| **"The Council"** | means the council of the London Borough of Tower Hamlets. |
| **"Customer"** | means any person wishing to park their vehicle in a paid parking bay in the Borough or making an enquiry in respect of the Service. |
| **"CVV"** | means Card Verification Value, sometimes known as the "Card Security Code". |
| **"Acquirer"** | Means the organisation that will process payment card transactions on the contractor’s behalf..  An acquirer is responsible for receiving the card transaction details from the merchant’s terminal, passing these through to the card issuer via the card scheme for authorisation and completing the processing of the transaction.. |
| **"Location Code"** | means the unique reference code applied to a Parking Place in accordance with 7.2.1.1. |
| **"Maximum Stay"** | in relation to a Parking Place, means the maximum amount of time that a vehicle is permitted to stay in that place. |
| **"Mobilisation Cost"** | means the one-off fee charged to the Council by the Contractor for establishing and, at the end of the Contract Period, ceasing the System in the Borough and shall include, without limitation, all management fees, signs, notices, publicity, ICT, licences, software and hardware. |
| **Mobile Platforms** | Means the range of operating systems upon which common smart phones are provided including, but not limited to iOS, Android and Windows Phone. . |
| **"No-Return Period"** | in relation to a Parking Place, means the amount of time after a vehicle leaves that place during which that vehicle is not permitted to return. |
| **"Optional Charge"** | means an agreed charge made for any optional services (e.g. text alert ten minutes before the end of a paid Parking Session) selected by the Customer and charged to the Customer's credit / debit card. |
| **"Parking Fee"** | means the amount payable by a person to the Council in order to park in a Parkin g Place. |
| **"Parking Place"** | means a place provided by the Council, whether on-street or off-street, in which vehicles are permitted to park during Chargeable Hours on payment of a Parking Fee. A Parking Place may be composed of space for more than one vehicle to park. |
| **"Parking Session"** | means the period of time purchased in either a single or multiple Transactions by a Customer, for a single, uninterrupted period of parking. |
| **"Parking Tariff"** | in relation to a Parking Place, means the level of charge set by the Council for vehicles to park in that place. |
| **"The Service"** | means the Cashless Parking Service provided by the Contractor to the Council for use by members of the public wishing to use the Council's Parking Places without using cash. |
| **"The System"** | means the software application and all associated hardware operated by the Contractor to provide the Service. |
| **"Transaction"** | means the payment of a Parking Fee and any relevant Transaction Charges and Optional Charges. |
| **"Transaction Charge"** | means the agreed service charge paid by the Customer or the Council to the Contractor for providing the System that supports the Council in collecting Parking Fees. |
| **"Uninterrupted"** | in relation to a Parking Session, means that the total period of paid time has not expired by more than 10 (ten) minutes and that the vehicle has not been moved from the Parking Place. |
| **"VRN"** | means Vehicle Registration Number. |

* 1. This Specification details the overall aspirations together with the specific Service Delivery Outputs.
  2. The Contractor shall provide the Service continuously throughout the Contract Period in accordance with this Specification.

1. **OVERALL SERVICE OUTCOMES**
   1. The Contractor shall be responsible for:
      1. providing to the Council a Service that will enable payment by Customers for parking in any of the Council's pay and park parking bays using a mobile telephone and a debit or credit card;
      2. maintaining a fully functional automated system that is accessible twenty four (24) hours per day, seven (7) days per week;
      3. providing a Customer Service Helpline that is accessible twenty four (24) hours per day, seven (7) days per week and is capable of answering general enquiry calls from customers ;
      4. providing a Mobile Phone Application available on the main mobile platforms that will provide information to and enable payment by Customers for parking in any of the Council's Parking Places using a mobile telephone and a debit or credit card including apps for IOS/Android/Windows, SMS and website;
      5. providing an internet-based pre-registration facility which is accessible twenty four (24) hours per day, seven (7) days a week;
      6. providing a Technical Support Help Desk to maintain the Service and to respond to enquiries from the Council within a specified timeframe;
      7. providing suitably trained employees to staff the Customer Service Helpline, the Technical Support Help Desk and to manage / deliver all aspects of the Contract;
      8. dealing with complaints regarding the use of the Service;
      9. providing regular performance reports and other information required by the Council within a specified timeframe; and
      10. ensuring all parking fees received in respect of the Council's parking facilities are processed into the designated merchant account before the end of the period of twenty four (24) hours starting with the time of the Transaction; and
      11. working co-operatively with the Council to improve the acceptance and use of cashless parking payment systems in the Borough.
2. **CUSTOMER INTERFACE**
   1. **Required Outcomes**
      1. The Contractor shall provide the Service to the highest quality standard.
      2. The Service shall include:
         1. suitably experienced person(s) to manage and staff the services to ensure prompt, courteous and competent provision of the services at all times;
         2. the ability to allow Customers to park and pay using the System immediately upon registration via their mobile phone (automated or via a mobile phone app);
         3. provision of telephone support to Customers who experience difficulty using the system and access to Customers who want to complain about the services received;
         4. subject to the terms of this Agreement and applicable laws, including but not limited to the General Data Protection Regulation (GDPR) Data Protection Acts, the Freedom of Information Act 2000 and any amendments to those Acts, the complete records of any and all information and data collected by the Contractor from Customers. The Contractor will obtain and process such information only in accordance with applicable laws, including the Data Protection Acts, the Freedom of Information Act 2000 and any amendments to those Acts, and will not under any circumstances release or otherwise disclose any such information to any third parties other than those expressly approved by the Council; and
         5. provision to the Council as required throughout the Contract Period, such information as the Council's internal and external auditors may reasonably request regarding compliance by the Contractor with applicable laws and with its own privacy policy. Any proposed changes to the Contractor's privacy policy that affect the Service pursuant to the Contract shall be subject to the prior written consent of the Council, such consent not to be unreasonably withheld, conditioned or delayed.
   2. **Service Delivery Output**
      1. Registration
         1. The Contractor shall ensure that:
            1. Customers using the Service for the first time are able to register and pay for a Parking Session by mobile telephone immediately on arrival at a Parking Place;
            2. first-time Customers can register in advance via the internet, using a mobile telephone or using a landline telephone as an alternative option to registering using a mobile telephone on arrival at the Parking Place;
            3. the System enables Customers to register the details necessary to use the Service by a variety of methods that:
3. are quick and simple to understand;
4. are easy to operate; and
5. function correctly using all mobile telephone enabled devices.
   * + - 1. Customers are directed automatically to the Customer Service Helpline if they are having trouble with the any part of the process; and
         2. the System used enables business accounts to be registered so that organisations or companies can manage employee parking in a single account.
     1. Parking Transactions
        1. The Contractor shall ensure that:
           1. Customers are able to establish a Parking Session (in one or more Transactions) for a total period equal to but not more than the Maximum Stay for the Parking Place where they wish to park;
           2. Customers cannot purchase time beyond the end of the period of Chargeable Hours during which the Transaction is made.
           3. if a Customer attempts to pay for parking outside Chargeable Hours, they cannot do so more than 10 (ten) minutes before the beginning of the next period of Chargeable Hours and, if payment is made during this ten-minute period, that the Parking Session commences at the beginning of that period.
           4. if a Parking Session has ended, Customers cannot purchase further time for that Parking Place until the expiry of the No-Return Period;
           5. Parking Sessions are established without the need to interact with a parking ticket issuing machine and without the need to display anything in the vehicle;
           6. Parking Sessions can be established using an Interactive Voice Response (IVR) system via any mobile or landline telephone, by mobile web using all mobile telephone enabled devices applications or by SMS Text Message service;
           7. Customers are automatically directed to the Customer Service Helpline if they are having trouble with the payment process or establishing a Parking Session;
           8. Parking Fees and any relevant Transaction Charges and Optional Charges are charged to the customer's credit / debit card;
           9. there will be no surcharge for paying by SMS Text message or by using all mobile telephone applications.
           10. Customers are able to park an alternative vehicle and change their text settings and other account details via the IVR/Customer Service Helpline without the need to access their online account;
           11. The correct Parking Fee shall be remitted in full to the Council before the end of the period of 24 hours beginning when the Transaction is made.
           12. The Transaction Charge and any Optional Charges as provided in the schedule of rates will be inclusive of all applicable taxes thereon, including VAT (the "Taxes"). These charges, as well as all bank charges and any additional costs incurred as a result of sending or receiving an SMS text message confirming commencement of the Parking Session shall be paid by the customer at the time of parking.
           13. each payment is authorised prior to the start of the Parking Session concerned and the Parking Fee is then paid directly to the Council's account with an agreed bank in accordance with the requirements of clause 3.2.2.1.11;
           14. any services to which Optional Charges apply are chosen at the sole discretion of the Customer; and
           15. all Parking Sessions purchased by the System shall be enforceable by the Council.
     2. Transaction Data
        1. The Contractor shall ensure that the system captures the following information for each Transaction:
   1. Location Code
   2. VRN
   3. Time transaction confirmed
   4. Start time of Parking Session
   5. Duration of Parking Session
   6. End time of Parking Session
   7. CVV
   8. Parking fee levied in GBP
   9. Transaction Charge(s) levied in GBP
   10. Any Optional Charges paid by the customer in GBP
   11. Customer's service account number
       1. Extending Parking Time
          1. The Contractor shall ensure that their system:
             1. provides the option for customers to extend their current Parking Session up to the maximum permitted stay for the relevant parking place (in which event an additional transaction charge may be charged to the customer);
             2. allows the Parking Session to be so extended at any time during the current Parking Session using IVR, mobile phone application, SMS Text Message service or web, via a mobile telephone, a landline telephone, an SMS enabled landline and desktop SMS message; and
             3. applies the correct Parking Fee.
       2. Customer Reminder
          1. The Contractor shall ensure that their system provides the option for Customers, at their own expense, to receive a reminder message by SMS Text Message 10 minutes before the expiry of the paid part of their current Parking Session.
       3. Payment Confirmation
          1. The Contractor shall ensure that their system provides the option for Customers to receive payment confirmation by SMS text message. A payment confirmation shall be sent automatically free of charge to all Customers making payment via SMS Text Message.
       4. Customer Parking Receipt
          1. The Contractor shall ensure that:
             1. where the Customer has provided an email address and has asked for an email receipt, the system automatically sends a receipt, at the end of the Parking Session, to the Customer by email providing the following details of the Transaction:
6. The name of the Council
7. The Location Code of the Parking Place
8. The location of the Parking Place, i.e. the full street / car park name
9. VRN
10. Start time of Parking Session
11. Duration of Parking Session
12. End time of Parking Session
13. Charge made for parking in GBP
14. Transaction Charge in GBP
15. All relevant Optional Charges in GBP
16. Total charge in GBP
17. VAT details where applicable
    * + - 1. VAT receipts can be obtained from the Contractor's website free of charge to the Customer.
18. **INTERFACE WITH PARKING ENFORCEMENT**
    1. **Required Outcomes**
       1. The Contractor shall provide an Enforcement Interface that:
          1. is easy to use;
          2. provides complete, accurate and timely information; and
          3. is compliant with current legislation and guidance and that can be amended to comply with future legislative changes and guidance at no cost to the Council.
    2. **Service Delivery Output**
       1. Record of Parking Transactions
          1. The Contractor shall:
             1. maintain and make available to the Council and the Council's ICT contractor a facility, to be known as the Enforcement Interface, that provides a rapid and simple means for Civil Enforcement Officers, using either a portable monitoring device or the Council's GPRS handheld devices, to identify all vehicles (by Parking Place and / or by VRN) for which there is a current Parking Session active at no cost to the council;
             2. ensure that details of all Transactions are referenced on the Enforcement Interface within five (5) seconds of the Transaction being confirmed. The details shall include the location of the Parking Place (which shall be the full street / car park name), the VRN, the time the Parking Session started, the time the Parking Session will end and the specific parking tariff;
             3. ensure that details of expired Parking Sessions remain listed on the Enforcement Interface, clearly differentiated as expired transactions, for a defined period that can be configured by the Council. The details shall include the location of the Parking Place (which shall be the full street / car park name), the VRN, the time the Parking Session ended and the specific parking tariff.
             4. ensure that when a Customer has requested a tariff specific to a certain vehicle type or a special tariff rate this is clearly shown on the Enforcement Interface;
             5. ensure that the Enforcement Interface provides real time data subject to 4.2.1.1.3 above;
             6. ensure that the Enforcement Interface can be searched by location (i.e. street or car park name) and / or by VRN;
             7. ensure that the Enforcement Interface is available via the internet such that information is accessible using a standard web-enabled mobile telephone subject to restricted access;
             8. work with the Council's parking enforcement software provider, to integrate the Enforcement Interface with the handheld units used to issue Penalty Charge Notices by the Council's Parking Enforcement Team; and
             9. provide an open Application Programming Interface (API) to the Enforcement Interface to allow for the use of any national Automatic Number Plate Recognition (ANPR) system that may be required in the future.
19. **CUSTOMER SUPPORT**
    1. **Required Outcomes**
       1. The Contractor shall provide:
          1. an accessible customer support facility that is responsive to the needs of Customers; and
          2. suitably experienced person(s) to manage and staff the services to ensure prompt, courteous and competent provision of the services at all times
    2. **Service Delivery Output**
       1. Customer Service Helpline
          1. The Contractor shall ensure that:
             1. a Customer Service Helpline is available twenty four (24) hours per day, seven (7) days per week and aims to resolve complaints at the earliest possible opportunity;
             2. Customers using the IVR service are immediately and automatically transferred to the Customer Service Helpline in circumstances when the System detects that requested data is not being given or the System does not recognise the data that has been given;
             3. Customer Service Advisors are able to establish a Parking Session for the customer, if required, including taking payments for parking in compliance with section 6.2;
             4. Customer Service Advisors are able to explain how to use the Service, what service options are available, how to manage the Customer's personal details and the service options available via the website (see 7.2.6);
             5. the Customer Service Helpline gives all spoken information and instructions in clear, well-defined and easy-to-understand English; and
             6. The Customer Service Helpline facilitates the needs of all customers including those who may be deemed vulnerable through age or physical or sensory disability.
20. **PAYMENT PROCESSING**

The Council has its own Income Management System through which payments will be securely taken and allocated

* 1. **Required Outcomes**
     1. The Contractor shall provide:
        1. prompt and efficient payment processing arrangements; and
        2. a payment processing service that complies at all times with the financial requirements of the Council, the Council's Bank and all finance industry regulations and codes of practice.
  2. **Service Delivery Output**
     1. Parking Transactions
        1. The Contractor shall ensure that:
           1. payment for parking can be made using all major debit / credit cards commonly accepted in the United Kingdom and that no debit / credit card is removed from the list of accepted cards without the prior approval of the Council in writing;
           2. the correct Parking Fees and any relevant Transaction and Optional Charges are applied in respect of every Transaction;
           3. all payments are pre-authorised and taken at the commencement of the Parking Session and that a Parking Session does not commence unless a payment is taken;
           4. any Parking Fees that are not taken at the commencement of the Parking Session, for example if the acquirer is unable for whatever reason to authorise the Transaction, are collected as soon thereafter as possible and that the Council is indemnified against any losses so arising;
           5. the Council is informed immediately of any problems that prevent payments being taken at the commencement of the Parking Session;
           6. in the case of every Transaction, there is a transparent and robust audit trail such that the Council can by reference to the management reports and, if necessary, further information as detailed in 8.2.2 and 8.2.4, reasonably resolve any enquiries and defend any challenges and representations made to the Council in relation to Penalty Charge Notices issued by the Council and appeals placed before the Environment and Traffic Adjudicators
           7. debit / credit card numbers captured by the system are held in an encrypted form and are transmitted internally by secure mediums at all times;
           8. a Transaction is not authorised unless the Customer's CVV is captured;
           9. the capture of data and the process followed complies at all times with the requirements of the Council's Merchant Service Provider and all finance industry regulations and codes of practice;
           10. the data captured and submitted to the Council's Merchant Service Provider shall be as follows:

1. Merchant ID number
2. Date of transaction
3. Date of parking
4. Value of transaction in GBP;
   * + - 1. refunds of up to £20 are investigated and authorised by the Contractor with a record being sent to the Council's Authorised Officer at the time that the refund is agreed;
         2. refunds of £20 or more are only made after being authorised by the Council;
         3. refunds of any amount are made to the debit / credit cards used in the relevant Transaction unless it is not possible to do so; and
         4. the Council is indemnified against any loss of income arising from debit / credit card charge backs (i.e. where the customer seeks reimbursement from his card supplier by claiming he did not authorise the payment).
     1. Accreditation
        1. The Contractor shall:
           1. hold Payment Card Industry Data Security Standard (PCI-DSS) accreditation to level 1 as it applies in the United Kingdom and shall at all times apply the principles and accompanying requirements of the standard; and
           2. ensure that any component service that requires a financial transaction using a payment card shall be demonstrated to be compliant with the requirements of the Payment Card Industry's Data Security Standard.
     2. User base
        1. An existing database of registered users is considered essential to the continued growth in uptake of the service and the Contractor shall demonstrate that it has a user base in excess of 400,000 UK-based users.

6.2.3.2 Providers should be aware that currently there are about 9,000 new users every month.

1. **CONTRACT MANAGEMENT**
   1. **Required Outcomes**
      1. The Contractor shall provide:
         1. a cashless parking Service that is professionally managed to the required standards; and
         2. service delivery improvements in its system, including parking tariff upgrades, as standard and at no extra cost to the Council.
   2. **Service Delivery Output**
      1. Parking Places
         1. The Contractor shall allocate a unique reference code to each Parking Place.
      2. Interactive Voice Response (IVR)
         1. The Contractor shall ensure that the IVR system:
            1. is available twenty four (24) hours per day, seven (7) days per week;
            2. gives all spoken information and instructions in clear, well-defined and easily understandable English that is clearly enunciated;
            3. uses plain English, avoiding jargon and abbreviations;
            4. is available to customers on an ordinary geographic London telephone number (i.e. 020 prefix) and / or be charged at a normal geographical rate for this type of number from their telephone service provider;
            5. minimises call durations by automatically detecting the calling line identity of the caller whenever possible;
            6. recognises if the Customer has a Parking Session in progress, promptly notifies the Customer of the time when their current Parking Session will expire, offers the option to extend the current Parking Session (subject to applicable time restrictions) and provides options to change personal information or user-defined options from within the IVR;
            7. is sufficiently intelligent and interactive to allow the majority of Customer interactions for registered users to be handled swiftly and without the need to speak to a Customer Service Advisor;
            8. checks with the caller at various stages during the call that the data being captured is correct and offers an opportunity to correct data or, where this is not possible, to transfer the caller to a Customer Service Advisor if the customer indicates that the data captured is incorrect; and
            9. allows the Customer to update account details such as VRN, text options or card details.
      3. SMS Text Message
         1. The Contractor shall ensure that the SMS Text Message system:
            1. is available twenty four (24) hours per day, seven (7) days per week
            2. is set up with a short code mobile telephone number for which the cost is such that any SMS Text Message sent by a Customer to the Service would qualify as part of the customer's inclusive SMS Text Message allowances (subject to the assumptions that the customer is using a mobile telephone that includes a SMS Text Message allowance in the United Kingdom and that the allowance is not already used);
            3. operates in such a way that the user can start a Parking Session simply by sending the location code, parking duration and CVV;
            4. enables the user to extend a Parking Session simply by responding to the text reminder with the duration and CVV code;
            5. enables the user to change their vehicle VRN by adding the new VRN after the CVV code; and
            6. recognises when a subsequent text message has been received within sixty (60) minutes for a Parking Session at the same Parking Place and for the same vehicle so that maximum stay in a bay is not exceeded.
      4. Mobile Web
         1. The Contractor shall ensure that the secure mobile web facility:
            1. is available twenty four (24) hours per day, seven (7) days per week to register and, if required, establish Parking Sessions;
            2. can work on any smart phone with access to the internet;
            3. is available via a secure https web page;
            4. enables users to:
2. register their VRN and credit or debit card details;
3. pay for parking by entering the location code, duration and CVV code;
4. receive details confirming their Transaction; and
5. change vehicle registration details; and
   * + - 1. allows the Customer to update account details such as VRN, text options or card details.
     1. Mobile Phone Applications
        1. The Contractor shall ensure that any mobile phone applications:
           1. are available twenty four (24) hours per day, seven (7) days per week ;
           2. enable users to:
6. register their VRN and credit or debit card details;
7. pay for parking by entering the location code, duration and CVV;
8. receive details confirming their Transaction;
9. change vehicle registration details; and
10. find a parking location; and
    * + - 1. allow the Customer to update account details such as VRN, text options or card details.
      1. Website
         1. The Contractor shall ensure that:
            1. the Service is supported by a public-facing website that is available twenty four (24) hours per day, seven (7) days per week;
            2. Customers can use the website to register in advance to use the Service and subsequently amend their personal details via a password-protected customer profile;
            3. the website includes a facility for Customers to view details of all of their Transactions and payments processed using the Service in the previous two (2) years;
            4. provides printer-friendly views of Transactions and payment details;
            5. Customers have access only to their own personal information, payment data and parking transaction information in GBP;
            6. any transactions with customers/users of the Service across the internet and access to customer's personal data is via the most up to date Secure Socket Layer (SSL) connection employing a minimum of 128-bit encryption; All transactions must take place in accordance with the Payment Card Industry Data Security Standard (PCI DSS).
            7. the website contains a full list of all Parking Places operated by the Council, with their respective location codes; and
            8. the website allows the customer to update account details such as VRN, text options or card details.
      2. Tariffs
         1. The Contractor shall ensure that:
            1. the System is capable of handling different tariffs for different Parking Places, different vehicle types and for different times of day / week, etc.;
            2. payment is not taken for any period / location when payment is not required, e.g. outside Chargeable Hours, and that a parking transaction is offered in respect of the next period of Chargeable Hours only if that period is due to commence within 10 (ten) minutes of the Customer attempting to make the Transaction;
            3. the Council's parking tariffs are amended in the system on dates notified by the Council, subject to two (2) weeks' notice, at no cost to the Council;
            4. that payments on behalf of the Council are only taken for the purchase of parking time in the Borough; and
            5. that Parking Fees due to the Council are not paid to another person or body.
      3. Parking Duration
         1. The Contractor shall ensure that the System is capable of:
            1. imposing a maximum period of parking time, which can be different for each Parking Place;
            2. ensuring that customers are not able to extend parking time beyond this maximum period;
            3. for each location, only accepting payment at the level of the Parking Tariff set for that location;
            4. imposing a maximum purchase in respect of monetary value, which shall limit the amount the Customer can spend in respect of Parking Fees for one Parking Session, which can be different for each Parking Place;
            5. enabling Customers, during any Parking Session that is not longer than the Maximum Stay, to extend their parking time again, subject to any Maximum Stay; and
            6. where a Maximum Stay applies, ensuring that Customers cannot purchase more time beyond the Maximum Stay; and
            7. where a No-Return Period applies, ensuring that Customers cannot purchase more time until the expiry of the No-Return Period.
      4. Help Desk
         1. The Contractor shall:
            1. provide a Technical Support Help Desk facility that shall be available to help all relevant Council staff with support and guidance on any matter relating to the Service;
            2. ensure that the Technical Support Help Desk is available between 08:00 and 19:00 hours, daily including weekends
            3. ensure that the Technical Support Help Desk is contactable on a free or local-rate telephone number; and
            4. ensure that all advice and information given is recorded and confirmed by email to the Council’s Authorised Officer within forty eight (48) hours.
      5. Operational Resilience
         1. The Contractor shall:
            1. ensure that the IVR system and the data systems with which the system integrates are architecturally constructed without any single point of failure;
            2. have a separately located and independent secondary call answer / data processing facility that is entirely capable of offering the Service in the case of an outright loss of the primary call answer / data processing site;
            3. ensure that disaster recovery arrangements are in place with a 100% geographical redundancy of the entire equipment with real-time data synchronisation between hosting centres; and
            4. monitor the Service such that any faults are detected and rectified without the need for the Council to monitor the Service.
      6. Provision of the Service
         1. The Contractor shall ensure that:
            1. all time is shown in the twenty four (24) hour clock format e.g. 13:47:12;
            2. the Council is notified immediately of any fault with the System that prevents Customers from establishing a Parking Session by any one of the methods listed in Section 3.2.2 above;
            3. any faults shall be rectified within six (6) hours of the fault being detected or reported;
            4. in relation to 7.2.11.1.2 and 7.2.11.1.3 above, the Council is notified immediately of the expected time when the fault will be rectified and subsequently the time when the fault has been rectified;
            5. the Service is continually reviewed in order to maintain continuous improvement and the Council shall benefit from all upgrades and improvements made to the Service throughout the term of the Contract, free of charge;
            6. any software upgrades are thoroughly tested before going live (including but not limited to sufficient load testing to assess impact during peak times) and will only be implemented following written agreement with the Council;
            7. all software fixes in respect of defects identified during testing shall be re-tested and the software upgrades shall not be implemented until all defects identified during testing are rectified and this has been confirmed during re-testing;
            8. no changes are made to the registration process, the content of the Interactive Voice Response (IVR), the process for establishing a Parking Session, the information provided in the Enforcement Interface, the content of the website and any other changes to the Service, without prior written approval from the Council;
            9. they attend Contract Management meetings monthly and shall, following each meeting, produce a list of actions agreed in the meeting with a timeframe for the delivery of the actions and that list of actions shall be delivered to the Council within seven (7) days of the meeting; and
            10. they attend other meetings arranged by the Council from time to time.
      7. General Data Protection Regulations (GDPR)
         1. The Contractor shall ensure that:
            1. Customer details are not used for any purpose other than to fulfil the Contract and are not passed on to any other organisation or person;
            2. all Customer records maintained by the Contractor in the execution of this Contract are accessible by the Council and the Customer records and the processes followed by the Contractor are available for audit at any time by the Council;
            3. the storage and supply of such information meets data protection requirements that are current at the time;
            4. any personal data that is processed or held overseas is done so in full compliance with all aspects of Data Protection Legislation applicable in England. The Contractor shall be responsible for any breaches of such legislation;
            5. all personal data is held in an encrypted form;
            6. the Council is notified immediately of any loss of data or breach of the above requirements; and
            7. Customers are not invited to send their debit / credit card details, other than the CVV, via SMS Text Message.
      8. Data Security
         1. The Contractor shall:
            1. employ suitable measures to protect the security of data captured and stored in connection with the Contract;
            2. ensure that only the Council and the Contractor have access to the data captured and stored in connection with the Contract, with the exception of access by service users to their personal data as provided for in 7.2.4, 7.2.5 and 7.2.6;
            3. ensure that the use of portable data storage media is avoided so far as is reasonably practicable and, where used, any personal data contained on portable data storage media (including portable computers) is encrypted to a recognised industry standard;
            4. ensure that Customers have access only to data personal to them and their own parking transactions;
            5. ensure that debit / credit card numbers are stored only for so long as is reasonably required and legally permitted and stored securely such that the debit / credit card number cannot be viewed by anyone (other than the card holder) with access to the System, including via the web interface.
      9. Key Personnel
         1. The Contractor shall provide:
            1. at the commencement of the Contract, the following details in respect of its Key Personnel to be involved with this Contract:
11. Name
12. Direct dial telephone number
13. Email address
14. Position in Company
15. Role in connection with this Contract; and
    * + - 1. updated information in respect of the above Key Personnel as and when there is a change of details.
      1. Training
         1. The Contractor shall provide agreed relevant training to the Council's staff which will be delivered in an agreed format by a suitably experienced and knowledgeable trainer at no cost to the Council.
         2. Additional refresher training will be provided by the Contractor as and when required.
      2. Complaints
         1. The Contractor shall:
            1. ensure that there is a Customer Service Management Team in place to handling disputes and escalations relating to complaints;
            2. ensure that complaints, disputes and escalations can be tracked by the employee ID of the advisor handling the complaint at each stage of the dispute; and
            3. be responsible for ensuring all complaints are answered within the Council's Complaints Service standard, currently 10 working days.
16. **MANAGEMENT INFORMATION**
    1. **Required Outcomes**
       1. The Contractor shall provide comprehensive and accessible management information.
    2. **Service Delivery Output**
       1. Parking Transaction Records
          1. The Contractor shall:
             1. ensure that all Customer Transaction records in connection with the Contract are kept by the Contractor and made accessible to the Council for a period of one (1) year from the expiry or termination of the Contract, or for a longer period as may be agreed. This requirement shall be deemed to be satisfied if the Council can access the required information directly at its office;
             2. store information, and make this information available to the Council, showing precise key presses and/or responses using IVR system and the content of all SMS Text Messages for a period of one (1) year; and
             3. provide the information detailed above free of charge and within twenty four (24) hours of request.
       2. Reports
          1. The Contractor shall:
             1. supply to the Council pre-defined reports at monthly intervals prior to the contract monitoring meetings. These reports will be in an agreed format;
             2. supply to the Council monthly reports, giving details as follows:
17. the number of transactions each month for the duration of the Contract and, commencing in the second year of the Contract, a comparison to the same months in the previous year of the Contract.
18. the number of individuals and businesses that have registered to use the Service in the Borough for each month for the duration of the Contract and, commencing in the second year of the Contract, a comparison to the same months in the previous year of the Contract.
19. a list of periods when the System has not been fully functional, giving the dates during which it was not fully functional together with the reasons.
20. before the end of the period of 15 (fifteen) working days beginning with the first day of the month, invoice the Council for the Service Charges and any other agreed charges detailed in section 8.2.3 below for the month preceding the invoice.
    * + - 1. note that additional Parking Places may be added to the system by mutual agreement at any time. The Council may withdraw or amend Parking Places at their discretion, should there be a material change in the Parking Place concerned.
        1. The Council may, upon not less than 72 (seventy two) hours prior written notice and during the regular business hours, examine all books and records in whatever form, necessary to confirm:
        2. the accuracy of any invoices for Service Charges issued to the Council by the Contractor; and
        3. compliance by the Contractor with the Contract.
        4. The Council reserves the right to inspect the Contractor's premises every six months or with immediate effect if the Council has serious concerns.
      1. Current and Historic Data
         1. The Contractor shall:
            1. make accessible to the Council in a format that is compatible with Microsoft Excel, all current and historic data in relation to the Contract to enable the Council to compile ad hoc reports as required (e.g. average duration of stay) down to individual customer transaction level. This requirement shall be deemed to be satisfied if the Council can access the required information directly at its office;
            2. provide to the Council, details of all parking transactions for the previous month within 5 working days of the end of that month. The data shall be in a format compatible with Microsoft Excel and shall include the following information for each parking transaction:
21. Customer account number
22. Location Code
23. VRN
24. Date Parking Session commenced
25. Time Parking Session commenced
26. Date Parking Session ended
27. Time Parking Session ended
28. Duration of Parking Session
29. Parking Fee (excluding VAT where applicable) in GBP
30. VAT applicable to Parking Fee in GBP
31. Transaction Charge (excluding VAT where applicable) in GBP
32. VAT applicable to the Transaction Charge in GBP
33. Any Optional Charges in GBP
34. VAT applicable to any Optional Charges in GBP
    * + - 1. provide the information detailed above free of charge and within twenty four (24) hours of request.
      1. Data on Website
         1. The Contractor shall provide secure access via the internet for the Council to the following data:
35. current parking transactions by Parking Place and either VRN or customer account number;
36. recently expired parking transactions (in the previous hour) by Parking Place and either VRN or customer account number;
37. all Transactions by date;
38. all Transactions by Parking Place (and refined by date if required);
39. all Transactions by VRN (and refined by date if required);
40. all Transactions by customer account number (and refined by date if required).
41. **IMPLEMENTATION**
    1. **Required Outcomes**
       1. The Contractor shall provide:
          1. a full cashless parking service from the agreed Contract Commencement Date; and
          2. a detailed plan for the implementation of the Service via retail outlets should it become applicable and required by the Council during the term of this Contract. If required, the Contractor will appoint a Named Project Manager to deliver the implementation of this project.
    2. **Service Delivery Output**
       1. Operational Information
          1. The Contractor shall, at least one (1) month in advance of the Contract Commencement Date, provide to the Council:
42. the telephone number(s) that will be designated for using the Interactive Voice Response (IVR) service and the SMS Text Message service;
43. the telephone number(s) that shall be used by users of the Service to contact the Customer Service Helpline;
44. a list of the unique Parking Location numbers for all of the Council's on-street parking areas;
45. the names and contact details of the Service Provider's Key Personnel in respect of this Contract together with details of how to contact the Service Provider's Technical Support Team/Help Desk Facility.
    * 1. Promotion and Publicity
         1. The Contractor shall:
            1. at least one (1) month prior to the Contract Commencement Date, provide to the Council final proposals for promoting and publicising the Service in accordance with the Contractor's method statement;
            2. implement promotional and / or publicity activities agreed by the Council in advance of the Contract Commencement Date;
            3. not have the right to conduct any marketing events, research or campaigns ('the Events') for the System or to use the Council's name in any publicity or press releases without the express written consent of the Council.
         2. The Council reserves the right not to provide permission to the Contractor to hold such an Event and the parties agree that the Council shall not be liable for any costs, claim or damages that may incur as a result of the Council's refusal in accordance with this clause.
      2. Signs and Public Notices
         1. The Contractor shall provide to the Council examples of suggested signs and public notices that it wishes to use to inform motorists that the Service is available and how to use the Service but an authorised officer of the Council will make the final decision.
         2. The Council will agree the format and style of the signs but the Contractor will be responsible for all arrangements and pay for the design and manufacture of all stickers to be placed on Pay & Display machines initially and throughout the contract period.
         3. All stickers must be pre-approved by the Council before use.
         4. The Council will make arrangements for the display of stickers on P&D machines prior to the Contract Commencement Date and for the future maintenance of these signs.
         5. Any other promotional materials will be provided by the Contractor at their own cost but will only be used with the authorisation of the Council.
      3. Equality and Diversity
         1. The Contractor shall operate an equal opportunities policy for as long as this Agreement is in force and a copy of that policy shall be incorporated into this Contract.
         2. The Contractor shall use all reasonable endeavours to make sure its equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion or sexual orientation in relation to:
46. decisions made by the Contractor in the recruitment, training or promotion of staff employed or to be employed in the provision of the Services; and
47. the provision of the Service.
    * + 1. Without prejudice to the generality of the foregoing, the Contractor will comply with the Equality Act 2010, the CRE Code of Practice for Employment and all other anti-discrimination legislation from time to time in force including all relevant regulations and statutory codes of practice and, where appropriate, the Contractor will assume the responsibilities of an organisation to whom such legislation applies.
      1. Fraud and Ethical Governance
         1. The Contractor will notify the Council immediately of any instance of suspected fraud or financial irregularity in connection with the performance of the Contract.
         2. The Council also has a duty to protect the public funds it administers. In order to properly discharge this duty the Council has an approved Anti-Fraud and Corruption Strategy (including a whistle-blowing policy) which can be found on the Council's intranet and its website under: http://www.towerhamlets.gov.uk.
         3. The Contractor shall perform its obligations under the Contract in accordance with the Anti-Fraud and Corruption Strategy.
48. **END OF CONTRACT**
    1. **Required Outcomes**
       1. The Contractor shall:
          1. at any time provide information as may be reasonably requested by the Council that is required to ensure a smooth transition of the Service (as may be varied) to a new Service Provider; and
          2. co-operate with the Council and any new Service Provider nominated by the Council in the smooth transition of the services to the new supplier.
    2. **Service Delivery Output**
       1. The Contractor shall:
          1. set out in the method statement the additional services and actions that will be taken to ensure the smooth transition of the Services to a new Service Provider.
          2. ensure that all publicity and published user information directing Customers to use the System is removed from display in the Borough.
          3. attend meetings with the Council and new Service Provider to ensure appropriate planning and liaison in the transfer of the Service to the new Service Provider.
          4. agree a Service Transfer Plan with the Council and the new Service Provider and implement the same in a timely fashion.

agree to any short periods of dual working where the Services is provided by either the Contractor or the new Service Provider and where Customers are allowed to continue to use the Service as operated by the Contractor but advised that they need to transfer to (or register with) the new Service Provider if they wish to continue using the service in the Borough.