



Rhondda Cynon Taff CBC and <Local Authority>

Civil Parking Enforcement: Penalty Charge Notice
Processing Service Level Agreement

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THIS agreement is made the xx day of <month> 20xx

BETWEEN RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL of The Pavilions, Cambrian park, Clydach Vale, Tonypany, CF40 2XX (“RCT”) and <LOCAL AUTHORITY> of (“Local Authority”), (hereinafter called “the Parties”).

NOW IT IS AGREED as follows:

➤ **SERVICE DETAILS**

Service

Civil Parking Enforcement (CPE)

The Parties, as Highway Authorities, have the power to undertake CPE in their respective Boroughs under the Traffic Management Act 2004 (TMA).

Rhondda Cynon Taff CBC will provide an administrative service on behalf of <Local Authority>, as detailed within this Service Level Agreement (SLA).

This SLA is made pursuant to Section 111 Local Government Act 1972, Section 2 Local Government Act 2000 and all other enabling powers.

➤ **CLIENT DETAILS**

Client

<Local Authority>

➤ MAIN TASKS

Rhondda Cynon Taf CBC Responsibilities

The following services are to be provided at the agreed charge with respect to <Local Authority> Penalty Charge Notices, (PCNs), prefixed with “xx”:

1. Allow <Local Authority> authorised representatives access to PCN processing systems and accounts as is necessary to allow for the discharge of their functions as the Enforcement Authority for PCNs issued across <Local Authority>.
2. In agreement with <Local Authority>, process PCN informal challenges, including the production and submission of all necessary correspondence.
3. In agreement with <Local Authority>, cancel PCNs in accordance with the <Local Authority> Parking Enforcement Policy.
4. Collate any relevant PCN information / data required for <Local Authority> to make decisions with respect to PCN Formal Representations.
5. Following subsequent decisions made by <Local Authority>, process all necessary correspondence in relation to Formal Representations, clearly identifying the Enforcement Authority.
6. The processing of PCN payments.
7. Inform <Local Authority> of complaints made against the service originating from the issue of PCNs where customers raise complaints in the course of making payments or objections to the issue of the PCN.
8. Gather information and respond to Freedom of Information requests relating to PCNs.
9. Provision of telephony and web-based systems to receive payments from PCNs.
10. Account for all the monies received from PCNs on behalf of <Local Authority> and make regular monthly payments of income due.
11. Invoice <Local Authority> for all services rendered regularly on a monthly basis (and on an arrears basis), and, annually, for client user licences for access to the hosted parking enforcement database, plus any additional ICT support costs associated with hand-held enforcement hardware and software.
12. Provide management information to <Local Authority>, in the form of a standard report, detailing all PCNs processed including:

- PCN Number
- PCN Issue Date
- PCN Location
- PCN Category
- PCN Status

13. Identify instances where payment is not made and ensure that, in agreement with <Local Authority>, a debt recovery process is initiated as follows:

- Carry out and approve pre-debt registration checks prior to submitting the registration to the Traffic Enforcement Centre, (TEC).
- Following TEC debt registration, forward cases to the Enforcement Authority's preferred bailiffs for recovery of outstanding debts as instructed by <Local Authority>.

DRAFT

<Local Authority> Responsibilities

<Local Authority> will conduct all local on and off-street enforcement operations in their Borough, and undertake the following back-office functions:

1. Provide <Local Authority> officer nominees to liaise with, advise, and work with RCT, including the exercise of statutory functions.
2. Regular payment to RCT for services rendered, as per invoice and agreed terms, i.e. monthly and in arrears, and for any client user licence costs.
3. The processing of PCN payments as deemed necessary.
4. The processing of PCN cancellations as deemed necessary.
5. Supply all necessary stationary, e.g. PCN ticket rolls and pouches, in order to undertake civil parking enforcement duties across <Local Authority>.
6. Maintain and manage the records of Civil Enforcement Officers such as notebooks etc.
7. Decide the outcome of formal representations and advise accordingly for processing.
8. Payment of TPT subscriptions to PATROL for each PCN issued.
9. Undertake PATROL audits of PCNs issued by <Local Authority> Civil Enforcement Officers as required.
10. Collate any relevant PCN data required to provide evidence at appeal hearings before the Traffic Penalty Tribunal (TPT).
11. Represent <Local Authority> in TPT hearings, (postal, telephone or in person).
12. Submit payment to the Traffic Enforcement Centre for debts registered.

➤ OUTPUT

In agreement with <Local Authority>, RCT will provide the continual management of each PCN once received and until the end of its life cycle. Access will be provided to software to enable <Local Authority> to make decisions regarding informal challenges, formal representations and appeals, and to extract data for reports as required.

Key benefits of this collaboration between the Parties include:

- Consistent standards of enforcement.
- Shared resources and centralised procurement.
- Reduced overheads from the centralisation of staff and office space.

➤ CHARGES

- RCT agrees to provide the service as detailed within the SLA for a fee of £5.00 per PCN issued, plus VAT, invoiced monthly and in arrears.
- The SLA service provision fee will be increased annually on 1st April in line with the Local Government pay offer as agreed by the National Employers for Local Government Services. As this percentage is sometimes not agreed until after the start of the financial year, a one off invoice will be issued for the amount owed in arrears when the pay offer is agreed and the percentage is known, and the revised fee will be applied from that point forward. If a pay offer is agreed to commence on a date other than 1st April the increased fee will apply from that date.
- The SLA service provision fee will be subject to an annual review, including a 6 month notice period of any changes, which would be subject to negotiation and agreement in writing between the Parties. This does not apply to the percentage increase in line with the Local Government pay offer.
- RCT agrees to act as a central licensing point and provide the required number of client user licences for access to the parking management database, (currently approx. £1,500 per annum, per licence, per user). Licence costs will be invoiced annually and in arrears.
- RCT agrees to act as central licensing point and provide the required number of client user licences for access to the parking enforcement system, (currently approx. £600 per annum, per device), plus any additional ICT support costs associated with hand-held enforcement hardware and software, (e.g. Bluetooth printers). Licence costs will be invoiced annually and in arrears.

➤ **VARIATION AND REVIEW**

- Subject to negotiation between the Parties, this rolling agreement may be reviewed, varied, amended, or supplemented from time to time by agreement in writing between the Parties.

➤ **DISPUTE RESOLUTION**

- If a dispute arises out of or in connection with this SLA or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:
 - Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall attempt in good faith to resolve the Dispute;
 - If the Parties are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to RCT's Service Director Highways and Streetcare and <insert equivalent for Local Authority> who shall in good faith attempt to resolve it; and
 - If RCT's Service Director Highways and Streetcare and <insert equivalent for Local Authority> are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by the CEDR. To initiate the mediation, a party must serve notice in writing (ADR Notice) to the other party to the Dispute, requesting a mediation.

➤ **TERMINATION**

- The rolling agreement may only be terminated in accordance with the provisions below.
- Either of the Parties may terminate the SLA on 31st March in any year by giving no less than twelve months' prior notice in writing to the other Party.
- If either of the Parties are in breach of any of their obligations under this SLA the non-defaulting party may serve notice in writing of the breach on the defaulting party (Default Notice). The Default Notice shall specify a period within which the breach may be remedied, such period to be no less than [30] days of the defaulting party receiving the Default Notice. If the breach is not remedied within the period set out in the Default Notice, or such other period agreed between the Parties in writing, the non-defaulting party may terminate the SLA with immediate effect.

- At the end of the notice period, RCT shall arrange for the provision of electronic copies of all the data held in relationship to <Local Authority>.
- Upon termination of this agreement <Local Authority> shall, within 14 days of receipt of a written request by RCT, return or arrange for collection of, all material of any nature in any medium in the possession or under the control of <Local Authority> that belongs to RCT for use under this agreement. Where any material is required by <Local Authority> for the purpose of potential evidence in future legal proceedings, then all such material shall not be returned but placed with the relevant legal advisors.
- Where <Local Authority> establishes its own processing service or contracts it to a party other than RCT, <Local Authority> agrees that where there is a transfer of staff, the Transfer of Undertakings (Protection of Employment) (TUPE) Regulations may apply.

➤ **INSURANCE**

- RCT shall effect Public Liability Insurance to cover the risks under the SLA of not less than SEVEN MILLION AND FIVE HUNDRED POUNDS (£7.5M) in respect of any one claim and to renew such policy during the term of the SLA.

➤ **INDEMNITY**

- RCT shall indemnify and keep indemnified the Parties against all liabilities, costs, expenses, damages and losses incurred by the Parties arising out of or in connection with:
 - RCTs breach or negligent performance or non-performance of this SLA;
 - Any claim made against the Parties arising out of or in connection with the provision of the administrative services provided by RCT under this SLA, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this SLA by RCT.

➤ **WAIVER**

- Failure by any of the Parties at any time to enforce any of the provisions of this agreement, or to require the performance by any of the other Parties of any of the provisions of this agreement, shall not be construed as a waiver of any such provision and shall not affect the validity of the agreement or any part thereof, or of the right of any of the Parties to enforce any provision in accordance with its terms.

➤ **COMMUNICATION IN WRITING**

- Any communication required to be in writing under the terms of this agreement shall be sent to each of the Parties at the addresses indicated at the beginning of this agreement and marked for the attention of the relevant person identified in relation to that Party. Each Party shall use reasonable endeavours to communicate in accordance with the agreement.

➤ **THIRD PARTY RIGHTS**

- To the extent that any provision of this agreement is capable of being legally enforced, the Parties to this agreement confirm and agree that they do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Parties) Act 1999.

➤ **DATA PROTECTION**

- All Parties will duly observe all their obligations under the Data Protection Act (DPA) 2018 and the General Data Protection Regulation (GDPR) 2018 which arise in connection with this agreement. (Please see full Data Protection Agreement associated with this SLA).

➤ **CONFIDENTIALITY**

- Parties shall treat as confidential, any information of a confidential nature obtained as a result of this agreement; and shall safeguard such information accordingly.

➤ **FREEDOM OF INFORMATION ACT 2000 (FOIA)**

- The Parties acknowledge that they are each subject to the requirements of the FOIA and the Environmental Information Regulations 2004 (EIR), and agree to provide all reasonable assistance and co-operation (at their own expense) to enable the other Party to comply with any request received under the FOIA and the EIR in relation to this agreement.

➤ **FORCE MAJEURE**

- No Party shall have any liability or be deemed to be in breach of the agreement for any delays or failures in performance of the agreement which result from circumstances beyond the reasonable control of that Party (not including labour disputes involving that Party). The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance, and when they cease to do so.

In witness whereof the Parties to this agreement have hereunto set their hands the day and year first before written

Signed on behalf of **RCT**

Print Name:

Designation:

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Signed on behalf of **<Local Authority>**

Print Name:

Designation:
