

THIS AGREEMENT is made the day of 2016
BETWEEN

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WALTHAM FOREST of
Waltham Forest Town Hall Forest Road Walthamstow London E17 4JF (Waltham Forest)

And

(2) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER of 64 Victoria Street
London SW1E 6QP (Westminster)

WHEREAS

1. Waltham Forest and Westminster are local authorities as defined in and under the Local Government Act 1972.
2. By virtue of section 101 of the Local Government Act 1972 and Section 9EA of the Local Government Act 2000 a local authority may arrange for the discharge of any of its functions by any other local authority.
3. Waltham Forest wishes to delegate to Westminster various functions relating to parking enforcement and Westminster agrees to accept the delegation.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of this Agreement the terms defined below have the meanings specified:

Costs means the sums payable by Waltham Forest to Westminster as more particularly set out in Schedule 1

Key Performance Indicators means the standards as more particularly set out in Schedule 1

Nominated Officers means the officers of Waltham Forest and Westminster respectively as appointed in accordance with paragraph 8 of the Specification

Parking Contractor means the contractor appointed by Waltham Forest to provide parking enforcement services

Specification means the description of the delegated functions as set out in Schedule 1.

Transition Costs means the transition costs payable by Waltham Forest to Westminster as more particularly set out in Schedule 1

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended)

TUPE Information means the information requested by Waltham Forest in respect of the employees of Westminster undertaking the functions delegated by this Agreement

- 1.2 Unless the context otherwise requires, words in the singular may include the plural and vice versa.
- 1.3 Words importing individuals shall be deemed to also include reference to incorporated and unincorporated associations and vice versa.
- 1.4 Words importing the masculine shall be deemed to also include the feminine and vice versa.
- 1.5 Headings are included for ease of reference only and shall not affect the interpretation and construction of this Agreement.
- 1.6 All references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any clauses attaching thereto.
- 1.7 Unless otherwise expressly defined in this Agreement, the words used in this Agreement shall have their natural meaning.
- 1.8 Any reference to a clause or schedule is, except where expressly stated otherwise, a reference to a clause or schedule of this Agreement.

2. DELEGATION

- 2.1 In exercise of the powers contained in section 101 of the Local Government Act 1972 and section 9EA of the Local Government Act 2000 together with Regulation 5 of the Local Authorities (Arrangements for the Discharge of Functions) Regulations 2012 Waltham Forest hereby agrees to delegate to Westminster the functions in relation to parking enforcement as more particularly set out in the Specification.
- 2.2 Westminster agrees to accept the delegation from Waltham Forest set out in clause 2.1 above and, in accordance with Regulation 8 of the Local Authorities (Arrangements for the Discharge of Functions) Regulations 2012, may arrange for the discharge of the delegated functions by officers of Westminster.

3. PAYMENT

- 3.1 Waltham Forest will pay to Westminster the Costs on a monthly basis on receipt of an invoice from Westminster. Waltham Forest will make payment to Westminster within 30 days of receipt of an invoice.

- 3.2 Waltham Forest will pay to Westminster the Transition Costs within 30 days of receipt of an invoice from Westminster.

4. DURATION

- 4.1 This Agreement shall commence on the date hereof and shall thereafter continue unless and until determined by Waltham Forest or Westminster in accordance with clause 7 below.
- 4.2 This Agreement will be subject to a mutual review by the first anniversary of the date hereof and then annually thereafter until this Agreement is determined.
- 4.3 Westminster will not refuse the delegation solely on the ground that Westminster no longer has a parking enforcement contract with NSL Limited.
- 4.4 In the event that a court determines that the delegation set out in the agreement is unlawful the parties will co-operate to determine:
- 4.4.1 whether to appeal the decision of the court
- 4.4.2 if a lawful delegation or alternative lawful operating model may be agreed in place of this Agreement or
- 4.4.2 to terminate this Agreement each party bearing their own costs of such termination.

5. SERVICES

- 5.1 Westminster will perform the delegated functions with all reasonable care, skill and diligence and in accordance with the Key Performance Indicators and any other standards set out in Schedule 1.
- 5.2 In the event that Westminster fail to meet the Key Performance Indicators in any month Waltham Forest may:
- 5.2.1 require Westminster to produce a rectification plan detailing how performance of the delegated functions will be brought into compliance with the Key Performance Indicators for the immediately following month and thereafter and/or
- 5.2.2 require Westminster without additional charge to provide Waltham Forest with access to and unrestricted use of such materials and systems which being the property of Westminster are deemed necessary by Waltham Forest's Nominated Officer to maintain the provision of the delegated functions
- 5.3 Subject to Clause 12, in the event that Westminster fail to meet the Key Performance Indicators in any two consecutive months Waltham Forest may deduct from the next monthly invoice 5% of the Costs in respect of the second month in which Westminster failed to meet the KPIs.

5.4 Subject to Clause 12, in the event that Westminster fail to meet the Key Performance Indicators in any three consecutive months Waltham Forest may deduct from the next monthly invoice 10% of the Costs in respect of the third month in which Westminster failed to meet the KPIs and, subject to the other rights and remedies in this Agreement, may continue to deduct 10% of the Costs for each consecutive month thereafter that Westminster fail to meet the KPIs.

6. INDEMNITY AND INSURANCE

6.1 Waltham Forest and Westminster shall ensure that adequate insurance arrangements are effected and maintained in respect of any liability of a kind normally insured against from time to time arising from this Agreement for the duration of this Agreement and for a period of 12 years after termination of this Agreement

6.2 Each party indemnifies the other party in respect of all losses, costs, claims, actions, proceedings, expenses or liabilities incurred by a party as a result of the negligent or wilful actions of the indemnifying party arising from or as a breach of this Agreement.

7. TERMINATION

7.1 Subject to clause 7.2 either party may terminate this Agreement on [12] months prior written notice to the other party.

7.2 WCC shall have no right to give notice to terminate under clause 7.1 prior to 31 December 2018 with such notice to take effect no earlier than 31 December 2019

7.3 Subject to Clause 7.4 Waltham Forest may terminate this Agreement on [3] months written notice following a review in accordance with clause 4.2.

7.4 Waltham Forest shall not give notice to terminate under Clause 7.3 where the grounds for such notice are the performance of WCC without first giving WCC the opportunity to produce a rectification plan under clause 5.2.1 and allowing a period of not less than 3 months following the review for an improvement in the delegated functions.

7.5 Subject to Waltham Forest first having reviewed the Key Performance Indicators and confirmed to WCC that in the opinion of Waltham Forest they are fit for purpose, Waltham Forest may terminate this Agreement with immediate effect if Westminster:

7.5.1 have produced a rectification plan and

7.5.2 failed to meet the Key Performance Indicators in 3 consecutive months or for any 3 months in a rolling period of 6 months.

7.5 After termination of this Agreement all data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the functions delegated under this Agreement shall be delivered by Westminster to Waltham Forest provided that Westminster shall be entitled to keep copies thereof to the extent that the information contained therein

does not relate solely to the said functions or to the extent that Westminster is required by law to maintain copies thereof or to the extent that Westminster was possessed of such data documents and records prior to the date of this Agreement. In addition, Westminster shall co-operate fully with Waltham Forest during the handover leading to the termination of this Agreement. This co-operation shall extend to full access to all documents, reports, summaries and any other information required to achieve an effective transition to the new service without disruption to routine operational requirements.

8. VARIATIONS

The terms of this Agreement may be varied by the parties so far as is permissible by law. Any such variations shall be by agreement between the parties. All variations shall be in writing and signed by both parties.

9. TUPE

9.1 In the event that any employee of Waltham Forest is eligible to transfer to Westminster in accordance with TUPE at the commencement of this Agreement (as listed in Schedule 2), or at any time that a transfer may subsequently occur in law and such employee does so transfer to Westminster:

- 9.1.1 Westminster shall be responsible for all emoluments and other benefits in respect of such employees in respect of including, without limitation, all wages, holiday pay, bonuses, commissions, PAYE, national insurance contributions, pension contributions, ill health retirement payments and otherwise which are attributable to the period from the date of transfer.
- 9.1.2 Westminster shall indemnify Waltham Forest for any claim made against Waltham Forest by any such transferring employee which arises or relates to matters arising after the date of transfer;
- 9.1.3 Waltham Forest shall indemnify Westminster for any claim made against Westminster by any such transferring employee where the cause of action for such claim arose prior to the date of transfer
- 9.1.4 Waltham Forest will indemnify Westminster for redundancy costs reasonably and properly incurred by Westminster following a fair and reasonable redundancy process necessitated as a result of the transfer of an employee to Westminster in accordance with TUPE.

9.2 Immediately after Waltham Forest or Westminster has given notice to terminate this Agreement Westminster shall:

- 9.2.1 as soon as reasonably practicable, at the request of the Waltham Forest, fully and accurately disclose to the Waltham Forest the TUPE Information in respect of any employees eligible to transfer which Waltham Forest and/or an alternative or new provider may reasonably require and permit Waltham Forest to use the TUPE Information supplied (subject to Waltham Forest

complying with its obligations under the Data Protection Act 1998 and appropriate obligations of confidentiality) to inform an alternative or new provider about such employees. If during the period between supplying the TUPE Information and the transfer of such employees there is any material change in the TUPE Information supplied or new information is discovered, Westminster shall, as soon as reasonably practicable disclose to Waltham Forest the updated information;

9.2.2 use all reasonable endeavours to co-operate with any other reasonable request made by Waltham Forest concerning the TUPE Information requested

9.2.3 shall not, without the prior written consent of Waltham Forest (such consent not to be unreasonably withheld or delayed), materially alter or change any of the terms and conditions of employment of any such employee or replace or redeploy any such employee or materially increase the number of persons performing the functions set out in the Specification.

10. DISPUTE RESOLUTION

10.1 If a dispute arises between the Parties in relation to any matter which cannot be resolved by the Nominated Officers either of them may refer such dispute to the following procedure:

10.2 In the first instance each of the Parties shall arrange for a more senior representative than those referred to in Clause 10.1 to meet solely in order to resolve the matter in dispute. Such meeting(s) shall take place within 21 days of the date of the commencement of the relevant dispute. Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question.

10.3 If the meeting(s) referred to in Clause 10.2 does not resolve the matter in question then the Parties shall refer the dispute to a meeting of their respective Chief Executives (or their nominees).

11. CONFIDENTIALITY AND INFORMATION

11.1 Westminster shall comply with the Data Protection Act 1998 ("the 1998 Act") and any other applicable data protection legislation. In particular Westminster agrees to comply with the obligations placed on Waltham Forest by the seventh data protection principle ("the Seventh Principle") set out in the 1998 Act, namely:

11.1.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on Waltham Forest by the Seventh Principle;

11.1.2 only to process Personal Data for and on behalf of Waltham Forest for the purpose of performing the functions delegated under this Agreement and to ensure compliance with the 1998 Act;

11.1.3 to allow Waltham Forest to audit Westminster's compliance with the requirements of this Clause on reasonable notice and/or to provide Waltham Forest with evidence of its compliance with the obligations set out in this Clause

11.2 The Parties shall co-operate with each other as necessary to ensure their compliance with each others obligations under the Freedom of Information Act 2000 and requests made in respect of this Agreement and the functions delegated by this Agreement.

11.3 In respect of any confidential information it may receive from the other party ("the Discloser") and subject always to the remainder of this Clause 11.3, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

11.3.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;

11.3.2 the provisions of this Clause 11.3 shall not apply to any confidential information which:-

(a) is in or enters the public domain other than by breach of this Agreement or other act or omissions of the Recipient;

(b) is obtained by a third party who is lawfully authorised to disclose such information; or

(c) is authorised for release by the prior written consent of the Discloser; or

(d) the disclosure of which is required to ensure the compliance of the Parties with the Freedom of Information Act 2000.

11.4 The parties shall take all necessary precautions to ensure that all confidential information obtained from the other under or in connection with this Agreement:-

11.4.1 is given only to such staff and professional advisors or consultants engaged to advise it in connection with this Agreement and the functions delegated as is strictly necessary for the performance of the functions delegated and only to the extent necessary for the performance of the functions delegated;

11.4.2 is treated as confidential and not disclosed (without prior approval from the other party) or used by any staff or such professional advisors or consultants otherwise than for the purpose of this Agreement and the functions delegated.

12. FORCE MAJEURE

Neither party shall be in breach of this Agreement if there is a failure of performance by either party of its duties and obligations under this Agreement occasioned by an act of God, fire, act of government or state, war, civil commotion, insurrection, embargo and/or any other reason beyond that party's control.

13. ASSIGNABILITY

This Agreement and all rights under it may not be assigned or transferred by either party without the prior written consent of the other party provided that no such consent will be necessary for an assignment to a statutory successor of either party.

14. SEVERABILITY

If any provision of this Agreement shall become or be declared by a court to be invalid or unenforceable in any way such validity or unenforceability shall in no way impair or affect any other provisions of this Agreement all of which shall remain in full force and effect.

15. NOTICES

Any notice to be given under the Contract shall either be delivered personally, sent by first class recorded delivery post or sent by email. The address for service of each party shall be as set out in paragraph 8.4 of the Specification or such other address as either party may previously have notified to the other party in writing. A notice, if properly addressed, shall be deemed to have been served:

- if personally delivered, at the time of delivery;
- If posted, at the expiration of 48 hours or after the envelope containing the same was delivered into the custody of the postal authorities
- If by email, on the day of transmission or, if sent after 4pm, the next working day.

16. WAIVER

Failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

17. ENTIRE AGREEMENT

This Agreement including the documents and instruments referred to in this Agreement supersedes all prior representations and agreements between the parties (whether written or oral) relating to this Agreement and sets forth the entire agreement and understanding between the Councils.

18. THIRD PARTY RIGHTS

The parties hereby declare that no term of this Agreement is intended by the parties to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act

1999) nor is intended to be enforceable by any third party. The provisions of the said Act are hereby excluded.

19. LAW

This Agreement shall be governed and interpreted in accordance with English law and shall be subject to the jurisdiction of the English courts.

IN WITNESS WHEREOF the Parties have caused there Common Seals to be affixed the date and year first before written

THE COMMON SEAL of

THE MAYOR AND BURGESSES OF

THE LONDON BOROUGH OF WALTHAM FOREST

Was hereunto affixed in the presence of:

THE COMMON SEAL of

THE LORD MAYOR AND CITIZENS OF

THE CITY OF WESTMINSTER

Was hereunto affixed in the presence of:

SCHEDULE 1

DRAFT SPECIFICATION

DEFINITIONS

SiDem is a Penalty Charge Notice management system used to process the issue, payment and challenge of parking tickets.

A **Formal Representation** is the challenge made by a member of the public against a PCN after a Notice to Owner has been issued. In most cases, except for PCNs issued from CCTV, this would be the second challenge to a PCN.

An **Appeal** is the challenge made by a member of the public against a PCN using the London Tribunals service, after their Formal Representation has been rejected.

An **Out of Time Witness Statement** (OOT) is a declaration made by member of the public to the Traffic Enforcement Centre about the reason they haven't responded to the notification of a debt relating to an unpaid PCN.

An **N224** is the request by a member of the public for a rejection of their OOT to be reviewed by the Court.

Northgate is a digital platform used by London Tribunals and ETA to communicate with London Councils about appeals lodged against their PCNs.

1. **ROLES AND RESPONSIBILITY OF WALTHAM FOREST**

1.1. Waltham Forest (including any Parking Contractor) to:

- 1.1.1.** SiDem IDs with relevant access to be provided.
- 1.1.2.** Deliver a process for all correspondence to be opened and scanned onto the relevant case in SiDem.
- 1.1.3.** Provide a dedicated workflow queues in SiDem for Westminster work.
- 1.1.4.** At minimum these would be one queue for Formal Representations (not Charge Certificate or above) and one for Appeals (not a Stage 2 – Debt Appeal).
- 1.1.5.** The correspondence sent to Westminster relating to Appeals should only be those requiring a decision of do not contest (DNC), contest or withdraw (not at the Debt stage).
- 1.1.6.** Appeal costs (if awarded) to be borne by Waltham Forest as the enforcing authority
- 1.1.7.** All other appeal work to be carried out by Waltham Forest / Parking Contractor.
- 1.1.8.** OOT Witness Statements and N244s to be drafted by Parking Contractor and hard copy passed to Westminster for review and sign. Parking Contractor to post.

- 1.1.9. Parking guidelines, policies and business rules to be shared with Westminster.
- 1.1.10. Parking Contractor should deliver all feedback captured by Westminster within 48 hours.
- 1.1.11. To support all requests for information, clarification and escalations related to formal representations and appeals against PCNs for the Westminster staff.
- 1.1.12. Attend all relevant meetings.

2. ROLES AND RESPONSIBILITY OF WESTMINSTER

2.1. Formal Representations

- 2.1.1. Westminster officers will review cases in the “Inc Corresp – NTO Stage” workgroup queue in SiDem and make the correct decision on how the case should progress in line with Waltham Forest guidelines, policies, and relevant law.
- 2.1.2. Case notes will be left for the case on SiDem and the case referred to the Parking Contractor’s Workgroup queue (Rep Accept, Reject, TOL, More Info, Other)
- 2.1.3. Any relevant feedback should be captured by Westminster Officers (for issues at any stage).
- 2.1.4. Parking Contractor advisors to create letter from notes and account information, un-queue case.
- 2.1.5. 75% of letters to be sent to print by Parking Contractor (through SiDem option or local option).
- 2.1.6. 25% of letters to be referred back, by Parking Contractor, to original Westminster officer for review of the letter.
- 2.1.7. Westminster Officers to refer to LBWF (Residual Team) if clarification / guidance needed
- 2.1.8. Westminster Officer to review the 25% of letters, provide feedback and send letters to the print queue.

2.2. Appeals

- 2.2.1. Westminster officers will review the Appeal and make the correct decision on whether to contest the Appeal in line with Waltham Forest council guidelines, policies, and relevant law.

- 2.2.2.** Notes will be left on SiDem about the decision and any other relevant information that may support the case.
- 2.2.3.** If the decision is 'Do Not Contest', the Parking Contractor advisors will update Si-Dem and Northgate accordingly.
- 2.2.4.** Feedback captured by Westminster Officer (for issues at any stage).
- 2.2.5.** If the decision is to contest then the case will be progressed.
- 2.2.6.** The progression will be configured (Parking Contractor/Xerox) so that the case is referred manually to a Parking Contractor Workgroup queue.
- 2.2.7.** Parking Contractor advisors to produce the evidence pack for ETA (Environment and Travel Adjudicators) from the notes on SiDem using case information.
- 2.2.8.** 100% of evidence packs to be provided back to Westminster officers for review and quality checking.
- 2.2.9.** Westminster Officer to review 100% of the evidence packs, provide feedback and return to Parking Contractor for them to post / upload to Northgate.
- 2.2.10.** If the London Tribunal adjudicator's decision is not accepted, Westminster Officers re-review the case and make a decision on whether a review should be requested and a 2nd adjudicator's decision is sought.

2.3. OOT Witness Statements and N244s

- 2.3.1.** Out Of Time Witness Statements where the appellant says they have made a formal representation (Box 2 - Made a Rep) - If no copy of the formal representation is received from the appellant then the Parking Contractor progresses the case to London Tribunals
- 2.3.2.** If unsuccessful at 'Stage 1' of the London Tribunals process then a 'Stage 2' response is drafted by the Parking Contractor.
- 2.3.3.** Westminster review and comment on draft witness statement and then pass it back to the parking contractor to complete the process.
- 2.3.4.** Out Of Time Witness Statements where the appellant says they have made an appeal (Box 3 made an Appeal)
- 2.3.5.** Refer to WCC for a decision to contest or Do Not Contest (DNC). Contested appeals are referred to Westminster for quality checking before submitting to London Tribunals.
- 2.3.6.** Out Of Time Witness Statements where the appellant says they have paid (Box 4 Paid) – If the case is not paid, the 'Stage 1' / 'Stage 2' process is followed (as above).
- 2.3.7.** Westminster to review all Stage 2 documents prior to being submitted to London Tribunals.
- 2.3.8.** Parking Contractor provides final copy.

2.3.9. Westminster to sign the documents.

2.3.10. Parking Contractor to post the documents.

2.3.11. N224s – decision to contest N224s made by Parking Contractor

2.3.12. Westminster to sign hard copy of contested N224s.

2.4. A weekly (or agreed timeframe) meeting to be established with Waltham Forest to discuss issues, queries, upcoming policy or Waltham Forest changes that may impact the delivery of this function.

2.5. Requirement for weekly (or agreed timeframe) meetings with Parking Contractor to discuss feedback, improvements, SLAs/KPIs etc.

2.6. Daily escalation to Waltham Forest and Parking Contractor from Westminster Team Manager of any queries to ensure accurate delivery of policy and guidelines.

3. STAFFING

3.1. Officers:

3.1.1. The officers will review cases, make decisions, review letters, evidence packs, OOT Witness Statements and N244s.

3.1.2. Feedback will be captured for areas requiring improvement at any stage of a process.

3.2. Team Manager 0.75 FTE

3.2.1. Line management of Waltham Forest delegated officers.

3.2.2. Accountable for SLA delivery of Council officers.

3.2.3. Ensuring quality feedback and issues are captured by officers and delivered back to Parking Contractor and/or Waltham Forest.

3.2.4. Liaise with Waltham Forest to escalate queries etc.

3.2.5. Day to day operational management of contract including KPIs / SLAs.

3.2.6. Analysis of data / trends to drive innovation / cost savings.

3.2.7. Work with contractor to meet Waltham Forest requirements.

4. COSTS

Formal Rep Volume	Appeal Volume	Council Officer Band 2 (Scotland - WCC)	Council Officer Band 3 - Team Manager (Scotland - WCC)
29,579	1,545	£23,531.04	£31,224.96
Officer FTE Required	Officer FTE Costs	0.75 TM Cost	Total Cost of 3.1 Officers and 0.75 Team Manager
3.1	£72,946.22	£23,418.72	£96,364.94

4.1 Total Yearly Costs (based on 29,579 Formal Reps & 1,545 Appeals) - £96,364.94

4.2 Should the volumes agreed prove to be higher or lower than the given 1,545 (Appeals) and 29,579 (Formal Reps) then costs will be revised in accordance with paragraph 6 below.

4.3 The Council Officer costs shown in the table above will increase with effect from [1 April] each year in accordance with any pay increases awarded by Westminster council wide.

5. TRANSITION

Transition Activity	Costs
Recruitment	£600.00
Training	£1,800.00
Implementation	£1,800.00
Accommodation - it has been agreed that NSL will waive the cost of extra space taken by Westminster to accommodate their LBWF (Westminster) FTE in Dingwall (for 4 FTE)	£0.00
Furniture, desktop I.T. - NSL to supply (with cost included in their price to WF)	£0.00
Total Cost	£4,200.00

6. VOLUMETRIC REVIEW

6.1. The volume of Formal Representations and Appeals will be reviewed after the first three months of this Agreement. A further volumetric review will be undertaken after the first six months of this Agreement and thereafter on a six monthly basis. If the volume of Formal Representations or appeals individually increases or decreases by the percentages shown in the table in paragraph 6.3 below then the cost payable will be adjusted by the corresponding change in FTE. The increase in cost payable will be effective from the month the increase in FTE is required to meet the increase in volume of Formal Representations and Appeals in accordance with the table in paragraph 6.3 below and continue until the next review.

6.2. The outcome of the volumetric review will deliver an agreed increase or decrease in FTE and subsequent costs. If the volume of Formal Representations or appeals individually increases over 39% the option of an increase in the Team Manager FTE to increase from 0.75 to 1 FTE shall be discussed between parties.

6.3 Cap and collar arrangements will apply in respect of volume changes as follows:

	29579 Formal Rep Baseline	FTE	1545 Appeal Baseline	Total FTE (formal rep change) + base level appeals
Decrease	Decrease 21 - 49%	2.1	0.5	2.6
Decrease	Decrease 5 - 20%	2.5	0.5	3
Increase	5-9%	2.9	0.5	3.4
Increase	10-19%	3.1	0.5	3.6
Increase	20-29%	3.4	0.5	3.9
Increase	30-39%	3.7	0.5	4.2

6.4 In the event that in any month there is, due to exceptional circumstances unforeseen by the parties, an increase in volume for that month of more than 5% over the volume reasonably anticipated for that month then Westminster will agree with Waltham Forest the appropriate action to take before incurring additional cost of staffing. Such action may include but not be limited to additional staffing being deployed or a temporary change to the KPIs.

7 KEY PERFORMANCE INDICATORS

7.3 To meet statutory and corporate timescales in order to preserve Waltham Forest's reputation and fulfil the needs of the customer, the Westminster team will turn a request around in:

7.3.1 Formal Representations – 4 working days

7.3.2 Appeals – 2 working days

7.3.3 OOT WS and N244s – 2 working days

7.4 Should the monthly volume (as tracked against the agreed yearly volumes) increase over 20% the KPIs may be impacted.

7.5 KPIs will be reviewed alongside the volumetric review every six months.

8 NOMINATED OFFICERS

8.3 The parties shall each appoint a nominated officer for the purpose of attending periodic meetings. Each Nominated Officer shall be deemed to be the representative of each of the parties respectively and shall unless otherwise stated in writing by the party which they represent, have unequivocal authority to act on that party's behalf for the purposes of this Agreement.

8.4 Prior to the commencement of this Agreement, each party shall notify the other in writing of the person it has appointed to be its Nominated Officer and, throughout the period of this Agreement, of any variation of identify of its Nominated Officer.

8.5 Each party accepts that its Nominated Officer shall have power on behalf of that party to issue instructions and directions and agree upon any matter relating to the delivery of this agreement.

8.6 For the purposes of 15, the address of each party shall be

8.6.1 For Westminster:

Adam Warnes

Head of Parking

City of Westminster

64 Victoria Street

London S1WE 6QP

Email: awarnes@westminster.gov.uk

Telephone: 020 7641 6916

8.6.2 For Waltham Forest

Head of Parking

Town Hall

Forest Road

London

E17 4JF

Email: parking.services@walthamforest.gov.uk

Telephone:

8.7 Either party may change its address for service by serving a notice in accordance with clause 15.

SCHEDULE 2

Employees of Waltham Forest Eligible to Transfer to Westminster

Please see TUPE spreadsheet