

**THIS AGREEMENT** is made on the (date of signatures)

**BETWEEN:**

**(1) WYCHAVON DISTRICT COUNCIL** of Civic Centre, Queen Elizabeth Drive, Pershore, Worcestershire WR10 1PT (“**WDC**”); and

**(2) BROMSGROVE DISTRICT COUNCIL** of Parkside, Market Street, Bromsgrove, Worcestershire, B61 8DA (“**BDC**”)

**RECITALS**

- (A) WDC and BDC are local authorities within the meaning of the Local Authorities (Goods and Services) Act 1970.
- (B) Under this service level agreement, WDC has agreed to provide a Parking Management Service to BDC.
- (C) The parties have previously entered into a service level agreement under similar terms.
- (D) It is the intention of the parties that this agreement foster a closer working relationship between the parties to their mutual benefit and that better and more efficient ways of delivering the Parking Management Service can be developed.
- (E) The parties enter into this agreement in pursuance of their powers 111 of the Local Government Act 1972, section 1 of the Local Government (Goods and Services) Act 1970 and section 1 of the Localism Act 2011 and all other enabling powers
- (F) The parties acknowledge that agreed joint working arrangements may, on termination, give rise to a transfer of undertakings pursuant to the Transfer

of Undertakings (Protection of Employment) Regulations 2006 (as amended).

**IT IS HEREBY AGREED as follows:**

**1. Interpretation**

The following definitions and rules of interpretation apply in this agreement.

**1.1 Definitions**

BDC Data	All information held electronically or by other means which is held by BDC which is necessary for the performance of this agreement
BDC Car Parks	The car parks owned and operated by Bromsgrove District Council at the date of this agreement.
BDC Contract Manager	The Engineering Team Leader or any other person appointed by Bromsgrove District Council
BDC Service	The parking service as described in Schedule 1 including Shopmobility
CEO	Has the meaning given to it by section 76 of the Traffic Management Act 2004

Contract Charges	The charges payable for the Services more particularly set out in Schedule 2
Contract Charges Schedule	The schedule which sets out the dates on which the Contract Charges shall be paid as set out in Schedule 2
Contract Term	Five years with a formal review after three years
Contracts Supervisor	The person involved in supervising the day-to-day operations of the CEOs as employed by WDC
CPE	Civil Parking Enforcement as defined in the Traffic Management Act 2004
Data Protection Legislation	All applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018, the UK GDPR General Data Protection Regulation and all other applicable legislation and regulatory requirements relating to processing of Personal Data, including where applicable the guidance and codes of practice issued by the Information Commissioner

Engineering Team Leader	The person responsible for the contract management as employed by BDC
Head of Engineers and Parking Services	The senior person responsible for the contract as employed by WDC
Operations Manager	The person responsible for the operations and contract management as employed by WDC
PCN	A Penalty Charge Notice as issued under the Traffic Management Act 2004
PCN Processing Service	The processing and enforcement of PCNs in accordance with the requirements set out in the Traffic Management Act 2004, including any statutory instruments or regulations made under it
Personal data	Has the meaning given to it in the Data Protection Legislation
Services	Means the PCN Processing Service and Parking Management Service and any other service which is incidental or ancillary to those Services and

	“Service” shall mean the provision of the Services
TMA 2004	The Traffic Management Act 2004
TPT	The Traffic Penalty Tribunal or any successor body
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (as amended)

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 A reference to **writing** or **written** includes email except for the purposes of any legal proceedings issued in relation to this agreement.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document, in each case as varied from time to time.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 A reference to **party** or **parties** shall be the parties to this agreement.
- 1.14 **Term** shall mean the **Contractual Term** and any extension agreed pursuant to clause 2.2.

## **2. Commencement and Duration**

- 2.1 This Agreement is entered into by the parties pursuant to section 1 of the Local Government (Goods and Services Act) 1970 and shall commence on 1 April 2024 (the “Commencement Date”) and shall continue until 31<sup>st</sup> March 2029 (“the Term”) unless terminated earlier in accordance with Clause 13. The Parties shall be at liberty to agree any further extension to the Term as they see fit.
- 2.2 This agreement and the Services will be formally reviewed after three years.
- 2.3 No less than 12 months prior to the end of the Term, the parties may agree in writing whether to extend the Term of this Agreement..
- 2.4 On termination of this agreement, WDC will return any BDC property it holds under licence from BDC.

### **3. The Services**

- 3.1 WDC shall provide the Services to BDC as reasonably required from time to time by BDC.
- 3.2 General responsibility and management for the provision of the Services shall rest with WDC’s Operations Manager or any successor post who shall be granted full authority to deliver the Services on behalf of BDC.
- 3.3 BDC will cooperate as necessary in the delivery of the Services and shall meet all of its obligations as set out in this Agreement.
- 3.4 BDC shall authorise all WDC parking services staff to act on its behalf when responding to appeals, challenges and in taking decisions about cases. The decision on formal representations will be retained by BDC.

#### **4. PARTIES OBLIGATIONS**

##### 4.1 WDC shall:

- a) provide the Services to BDC in accordance with this agreement.
- b) process BDC's PCNs in the same way it processes its own PCNs. Whilst WDC shall not be obligated to process BDC's PCNs any more expeditiously than its own PCNs, it will not process BDC's PCNs any less expeditiously than its own PCNs.
- c) provide enforcement for on-street and off-street parking regulations throughout the district of Bromsgrove
- d) provide the PCN Processing Service from 9am to 5pm Monday to Friday, excluding Bank Holidays, Christmas Day, Boxing Day, Good Friday and one extra holiday (the date to be notified by WDC to BDC annually in writing).
- e) provide the enforcement on all days excluding Christmas Day, Boxing Day and one extra holiday (the date to be notified by WDC to BDC annually in writing), staff permitting.
- f) use BDC headed letter paper for all correspondence relating to BDC PCNs
- g) meet with representatives of BDC as and when is reasonably necessary for the effective and efficient operation of this agreement.

##### 4.2 BDC shall:



- a) not make requests for PCNs to be cancelled or upheld in contradiction to any decision taken by WDC nor will BDC make any amendments to or cancel any PCNs without the express consent of WDC.
- b) nominate a key contact for this agreement who will have the full authority of BDC to make any decisions on individual cases needed by BDC to determine any formal appeals as required by the TMA 2004.
- c) provide WDC with all information relating to traffic and car parking in its area needed to operate the Service including maps, Traffic Regulation Orders and other information as reasonably requested by WDC.
- d) refund any PCN required by WDC within 14 days of the request.
- e) provide suitable office space for all authorised WDC staff which shall include but not limited to adequate heating, water, lighting, toilet facilities.
- f) provide authorised parking for all WDC staff involved in the delivery of the Service at no cost to WDC.
- g) provide suitable payment processing services and ensure that payment of PCNs can be made via a website at all times, excluding any reasonable periods necessary for maintenance, repair or upgrade of the IT equipment needed to support the website and payment processing systems.
- h) provide WDC with access to such IT, financial and other systems as are necessary to meet the requirements of this agreement
- i) provide WDC with a connection to the BDC permit system at all times and consult with WDC on the procurement of any replacement systems.

- j) comply with the specific data protection measures required by the DVLA at all times and shall co-operate fully in any audits or investigations carried out by WDC, DVLA or any audit approved by WDC or BDC.
- k) otherwise co-operate with WDC in all matters relating to the Services

4.3 It is agreed between the parties that the processing of BDC PCNs shall be in accordance with WDC policies. Cancellations and appeals will also be dealt with in accordance with the WDC policies and procedures.

4.4 BDC acknowledges that no liability shall attach to WDC for non-recovery of penalty charges. WDC shall use its reasonable endeavours to secure payment of any outstanding PCN sums using WDC's approved enforcement agents but in the event that any such action is unsuccessful, BDC further acknowledges that the sum involved may have to be written off. BDC hereby authorises the writing off of any sum determined by WDC to be irrecoverable up to and including £150 per PCN.

## 5. **JOINT OBLIGATIONS**

5.1

- a) The parties agree to make available such staff and resources at an appropriate level to enable this agreement to be properly implemented and performed.
- b) co-operate in making the Service a success
- c) seek opportunities to expand the Service with the aim of reducing the cost to both parties

- d) refer to the Service as “Parking Services” when dealing with the public
- e) co-operate in publicising the Service and each party shall only send out press releases with the approval of the other party, save in the event of a dispute

6. **PAYMENT FOR THE SERVICE**

- 6.1 In consideration of the provision of the Service by WDC, BDC shall pay WDC the Contract Charges in accordance with the Contract Charges Schedule.
- 6.2 WDC shall submit invoices quarterly in arrears commencing on the 1<sup>st</sup> January in each year in respect of the Services being provided to BDC. BDC shall pay each and every invoice within 14 days of receipt of the same.
- 6.3 Any adjustments to reflect actual costs will be made in the fourth quarter’s payment or in the first payment of the following year where necessary. In the final year of the Agreement any revised costs will be invoiced or refunded as appropriate as soon as reasonably practical even if this is after the Agreement has been terminated.

7. **RECORDS AND ACCESS & CONFIDENTIALITY**

- 7.1 Subject to the remainder of this clause, all information obtained by WDC in performance of this agreement shall be deemed to be confidential information. It will not be disclosed to any third part unless WDC is required to do so by law, a court of competent jurisdiction or any governmental or regulatory authority or for the purposes of prevention or detection of crime.

- 7.2 Subject to the remainder of this clause, all information supplied to BDC by WDC excluding publicly available policies are also deemed to be confidential information and will not be disclosed by BDC without the written consent of WDC unless required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 BDC staff who have been notified to WDC by the Engineering Team Leader will have full access at all reasonable times to data belonging to BDC but controlled by WDC. WDC will co-operate with BDC staff in obtaining and interpreting data as necessary.
- 7.4 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 7.5 Upon termination of this agreement, all data held by WDC in connection with this agreement will be transferred to BDC in a form to be agreed (the cost of which is to be borne by BDC) and then removed from the WDC systems.

## 8. **FREEDOM OF INFORMATION**

- 8.1 Each party acknowledges that the other is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and agrees to assist the co-operate with the enable the other to comply with these information disclosure requirements. In doing so, each party shall provide all necessary assistance as reasonably requested

by other to enable them to respond to a request for information within the time for compliance set out in the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

8.2 Subject to Clause 9.1, the decision on whether any exemption applies to a request for disclosure of recorded information made to one of the parties is a decision solely for that party.

9. **DATA PROTECTION AND DATA PROCESSING**

9.1 Both parties shall (and shall procure that any of its personnel involved in the provision of this agreement shall) comply with any notification requirements under the Data Protection Legislation and both parties shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with the agreement.

9.2 Notwithstanding the general obligation, where WDC is processing Personal Data as a data processor for BDC, WDC shall ensure that it has in place appropriate organisational, technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Data Protection Legislation; and

a) provide BDC with such information as BDC may reasonably require to satisfy itself with WDC is complying with its obligations under the Data Protection Legislation;

- b) promptly notify BDC of any breach of the security measures required to be put in place pursuant to this clause; and
- c) ensure it does not knowingly or negligently do or omit to do anything which places BDC in breach of its obligations under the Data Protection Legislation.

9.3 The parties agree that breach of this clause 10 shall be deemed a material breach

9.4 BDC agrees to share its data as appropriate and as required for delivery of the Services with WDC for the Term.

10. **MANAGEMENT OF THE SERVICE**

10.1 The Service shall be managed on a day to day basis on behalf of WDC by the Contracts Supervisor and all contact and correspondence regarding operational matters should be directed to them.

10.2 WDC may notify BDC of an alternative point of contact in writing at any time.

10.3 Any concerns should be raised with the Operations Manager in the first instance. In circumstances where it is inappropriate to raise concerns with the Operations Manager then contact should be made with the Head of Service at WDC. If either party has formal concerns it wishes to raise with the other, it shall give written notice in accordance with this agreement.

10.4 The parties shall meet at least quarterly or as frequently as they may otherwise agree for the purposes of monitoring the provision of the Services under this agreement. Each party shall:

- a) ensure that such meetings are attended by staff with sufficient seniority to enable meaningful discussion of the Services; and
- b) make available to the other such information as is reasonably necessary to evaluate the provision of the Services.

## 11. **REPUTATION AND PUBLICITY**

- 11.1 Neither party shall do anything to harm the reputation of the other party as a consequence of this agreement. Any press releases or statements about the Service will be approved by both parties prior to issue, save where a dispute has been formally notified.
- 11.2 Both parties agree not to comment publicly on individual parking cases unless prior approval has been obtained from the other party.

## 12. **UNDERPAYMENTS & OVERPAYMENTS**

- 12.1 Any underpayments or overpayments for the Service by either party when identified will be notified immediately to the other party and will be either deducted from or added to (as appropriate) the next balance transfer.

## 13. **FAILURE TO PERFORM**

- 13.1 In the event that a party (the **Notifying Party**) believes that there has been or is a material breach of the terms of this agreement on the part of the other (the **Other Party**), it shall notify the Other Party in writing stating the nature of the breach and requiring its remedying within such period as the Notifying Party may reasonably require (a **Default Notice**).
- 13.2 For the purposes of clause 14.1 material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a

serious effect on the benefit which the terminating party would otherwise derive from:

- a) a substantial portion of this agreement; or
- b) any of the obligations set out

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

13.3 The Other Party shall either:

- a) provide proposals and actions to remedy the failure to the Notifying Party within 30 days of the receipt of the Default Notice and henceforth use its best endeavours to remedy the failure(s); or
- b) within 30 days give the Notifying Party written notice that it disputes that the failure set out in the Default Notice has in fact occurred.

13.4 If the Other Party does not dispute the Default Notice under clause 14.2(b) and:

- a) the failure has not been remedied within the period set out in the Default Notice; or
  - b) the failure is not capable of remedy;
- then the Notifying Party may terminate the Agreement by written notice.

13.5 If the Other Party disputes a Default Notice the parties shall follow the procedure.



14. **TERMINATION**

14.1 Without affecting any other right or remedy available to them, either party may terminate this agreement at any time by giving at least 12 months' written notice to the other party.

14.2 On termination (however arising) the accrued rights and liabilities of the parties as at termination, and the following clauses, shall continue in full force and effect:

- a) Records and Confidentiality
- b) Intellectual Property Rights
- c) Indemnity
- d) Law

15. **TUPE on exit**

15.1 The parties acknowledge and agree that where the Services cease to be provided by WDC for any reason and where the Services return to BDC there may be a Relevant Transfer for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to BDC in accordance with TUPE with effect from the Subsequent Transfer Date.

15.2 Any posts recruited to meet the Services are subject to 'Organised grouping of employees' classification within TUPE. Following termination of this agreement (for whatever reason), the organised grouping of employees directly employed to provide the Services will be protected and subject to a Relevant Transfer to BDC.

- 15.3 Save where the parties reasonably believe that there will be no Relevant Transfer, the parties shall co-operate in agreeing the Returning Employees prior to the Subsequent Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to BDC.
- 15.4 If TUPE applies to transfer the employment of any person employed by WDC to BDC then if BDC shall serve a notice terminating the employment of such person within after the date of such transfer, BDC shall indemnify WDC in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which BDC is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.
- 15.5 The parties agree that the provisions of Schedule 1 shall apply to any Relevant Transfer of staff under this agreement.

16. **INTELLECTUAL PROPERTY**

- 16.1 All rights to the procedures, policies and other documents shared between the parties shall remain the property of the party which prepared them. Neither party shall sell, share, copy or divulge any of the other party's documents to any third party.

17. **INDEMNITY**

- 17.1 Each party shall notify the other in writing within 24 hours of receiving any notification from a third party that might give rise to a claim against either party so that a strategy for defending the claim can be agreed.

17.2 BDC shall retain responsibility for any proceedings relating solely to it.

17.3 WDC shall retain responsibility for any proceedings relating solely to it.

18. **ASSIGNMENT AND SUB-CONTRACTING**

18.1 WDC may only assign or sub-contract this Agreement with the prior written consent of BDC, such consent to be at BDC's absolute discretion.

18.2 Where BDC has consented to an assignment or sub-contract, WDC shall provide BDC with a copy of such assignment or sub-contract within 5 working days of the same being entered into.

18.3 WDC shall be responsible for the acts and omissions of any assignee or sub-contractor as though they are its own.

19. **NO WAIVER**

19.1 The failure of either party to exercise a right or remedy shall not constitute a waiver of that right and shall not cause a diminution of the obligations established by this Agreement.

19.2 No waiver shall be effective unless it is expressly stated to be a waiver and is communicated in writing in accordance with the provisions of this Agreement

19.3 A waiver of any right or remedy arising from the breach of this Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

20 **THIRD PARTY RIGHTS**

20.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

21 **NOTICES**

21.1 Where notice is required to be given under the terms of this agreement, it shall not be valid unless given in accordance with this clause.

21.2 Any notice required to be given under this agreement shall be duly given if served by hand or sent by first class pre-paid post to the party named below and shall be deemed to have been received on the third working day after the date of posting. Electronic mail sent between 9am and 5pm on a day on which services are provided under this agreement shall be deemed to be delivered at the time of sending or if sent outside of those hours, at 9am on the next day on which services are provided under this agreement.

21.3 For the purposes of posting address and email addresses, the information below shall be used:

For WDC:

Wychavon District Council, Civic Centre, Queen Elizabeth Drive, Pershore,  
WR10 1PT

Martyn Cross (Head of Engineers and Parking Services)  
martyn.cross@wychavon.gov.uk

Kelly Griffin (Operations Manager) – [Kelly.griffin@wychavon.gov.uk](mailto:Kelly.griffin@wychavon.gov.uk)

Stephen Forshaw (Contracts Supervisor) –  
stephen.forshaw@wychavon.gov.uk

For BDC:

Bromsgrove District Council, Parkside, Market Street, Bromsgrove,  
Worcestershire, B61 8DA

Pete Liddington (Engineering Team Leader)  
pete.liddington@bromsgroveandredditch.gov.uk

22. **LAW**

22.1 Any and all disputes and claims between the parties to this agreement as to the construction interpretation validity and application thereof shall be governed by English law and jurisdiction of the English Courts.

23 **DISPUTE RESOLUTION**

23.1 The parties shall carry out their obligations under this agreement in a spirit of partnership and good faith.

23.2 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (whether following service of a Default Notice or otherwise) (**Dispute**) then the parties shall follow the procedure set out in this clause:

- a) 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, WDC and BDC attempt in good faith to resolve the Dispute;
- b) if the representatives of WDC and BDC are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of WDC and Chief Executive of BDC who shall attempt in good faith to resolve it; and
- c) if the Chief Executive of WDC and Chief Executive of BDC 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 CEDR. To initiate the mediation, a party must service notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to the CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

23.3 Where a Default Notice has been served and the default has been referred for dispute resolution, the parties shall disregard clause 24.2 (a).

23.4 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England and Wales and either party shall be entitled to immediately terminate this agreement.

## 24 **ANTI-BRIBERY**

24.1 The parties shall:

- a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and any similar legislation (Relevant Requirements)
- b) have and shall maintain in place throughout the term of this agreement their own policies and procedures, including adequate procedures under the

Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

- c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this agreement;
- d) the parties agree that any breach of this clause shall be a material breach of the agreement

# Schedule 1

## Service & Obligations

### WDC OBLIGATIONS

1. WDC shall use reasonable endeavours to provide a parking enforcement service as detailed below consisting of patrol services and a PCN processing service.
2. **Patrol Services**
  - 2.1 Patrol services shall be carried out by the 5.5 FTE BDC CEOs and their successors and 1 school enforcement CEO, working on a rota basis to carry out patrols on BDC Car Parks and on street parking regulations. The staff shall carry out patrols primarily between 7am and 10pm, Monday to Sunday. The staff shall be employed on Local Government terms and conditions and shall work a 37 hour week (or part thereof in the case of part time staff)
  - 2.2 BDC acknowledges that WDC is under no obligation to make any other patrol staff available to cover sickness or holidays or other absences of the CEOs and Administration Officers. BDC further acknowledges that CEOs will patrol alone except where necessary for training, operational and safety reasons.
  - 2.3 WDC shall use reasonable endeavours within the limits of the resources deployed under this agreement to ensure that the BDC Car Parks operate throughout the agreed opening times.
  - 2.4 Should WDC or BDC cease to operate the service for whatever reason then BDC agrees to pay the costs associated with ending or terminating the employment of the staff employed at that time by WDC to provide the service for BDC.
  - 2.5 WDC will ensure that the BDC staff wear agreed uniforms at all times and that each CEO carries appropriate identification.
  - 2.6 WDC shall ensure that the CEOs carry out their duties in accordance with the WDC procedures as may be amended from time to time.
  - 2.7 It is agreed that 10% of all patrol time should take place outside of the town to include but not limited to areas such as Rubery, Hagley, Wythall and Barnt Green.



- 2.8 The BDC CEOs shall respond to reasonable requests for assistance from nominated BDC staff and the Engineering Team Leader.
- 2.9 5.5 full time CEOs and one part time school enforcement CEO (30 hours per week, term time only) have been agreed as an optimum number of patrol staff which will be subject to regular review depending on the service requirements.

### 3. **Processing Services**

- 3.1 WDC will provide a PCN processing service in accordance with the requirements of the relevant legislation and the requirements of the TPT.
- 3.2 WDC shall process BDC PCNs in the same way it processes its own PCNs. WDC shall not be obliged to process BDC PCNs any more expeditiously than its own PCNs but it will not process BDC PCNs any less expeditiously than its own notices.
- 3.3 WDC shall provide a payment processing service from 9am to 5pm Monday to Friday, excluding Bank Holidays, Christmas Day, Boxing Day, New Year's Day, Good Friday and one extra holiday (date to be notified annually)
- 3.5 WDC shall allow BDC staff full access to the BDC Data at all reasonable times subject to the BDC staff being authorised by the BDC Contract Manager.
- 3.6 WDC shall use BDC headed letter paper for all correspondence and forms.
- 3.7 WDC will prepare up to 30 TPT cases per annum at no extra cost . Any extra cases over and above this amount will be charged at £100 each including attendance at hearings where necessary / viable. WDC shall be at liberty to decide if it wishes to defend any case and to decide if it wishes to attend any case in person. WDC shall not be obliged to attend any particular case.
- 3.8 WDC will provide monthly, quarterly and annual summaries of transactions and other management data and will also endeavour to provide any such further information reasonably requested by BDC.
- 3.9 WDC will maintain records of all expenditure incurred in relation to this agreement and will make such records available to BDC if requested.

3.10 WDC will prepare budget estimates for the following financial year's expenditure each October (or at such other times as may be agreed by the parties).

3.11 2.5 FTE Administration Officers will be employed for the PCN processing service, Shopmobility management and other administrative based tasks as associated with this agreement. An increase in PCN numbers (above the number agreed) will require a review of the administrative support and CEOs.

#### 4. **Shopmobility**

4.1 WDC will use reasonable endeavours to ensure that the Shopmobility service is operated in accordance with the opening hours, practices and procedures.

4.2 The duties of the staff in providing the Shopmobility service will include:-

- Keeping the Shopmobility Service open at the published times
- Maintaining the equipment in a serviceable standard as far as possible
- Responding to customer enquiries
- Booking equipment in and out
- Registering new applicants and delivering training
- Ensuring that the website is kept up to date

4.3 BDC shall:-

- Fund the repair and replacement of the Shopmobility equipment as necessary
- Ensure that all users are covered by 3<sup>rd</sup> party insurance
- Insure the equipment against loss, theft, fire or damage
- Provide strategic direction and support as necessary
- Provide publicity materials and other literature needed by the service

4.4 The parties acknowledge that the level of service provision for Shopmobility may be varied at the request of BDC dependent on BDC's Council decisions as to the future of the service. BDC will consult with WDC on any proposed changes.

## Schedule 2

1. During the term of this agreement, an annual payment of £335,000 will be payable and is based on a full complement of staff (as stated in Schedule 1). Each quarter's invoice may be variable as based on staff levels and actual costs where appropriate. Any variation to staff levels and associated costs will result in amendments to the invoices to BDC. WDC reserve the right to carry out a yearly review of staff pay and any members of staff entitled to an increase shall receive such increase which will be separate to the yearly inflationary uplift
2. In the event that the number of PCNs processed during this period exceeds an annual total of 7000, a further payment of £10 for each additional PCN will be due.
3. In addition to the annual payment, £37 for each Bromsgrove Residents' Permit issued will be retained by WDC for the management and provision of the permit system and service.
4. The annual payment will be subject to an annual inflationary uplift, determined by the Consumer Price Index, (CPI), if applicable, agreed by the level published by the Office for National Statistics, or any relevant successor body, for the proceeding year.

IN WITNESS whereof the parties have duly executed this Deed the day and year first before written

The Common Seal  
of Bromsgrove District Council was  
hereunto affixed in the presence of:-

The Common Seal  
of Wychavon District Council was  
hereunto affixed in the presence of: