



## **RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL**

### **CABINET**

**21<sup>st</sup> NOVEMBER 2018**

#### **CIVIL PARKING ENFORCEMENT (CPE)**

#### **REPORT OF GROUP DIRECTOR CORPORATE AND FRONTLINE SERVICES IN DISCUSSIONS WITH THE LEADER OF THE COUNCIL, CLLR A MORGAN.**

**Author:** Roger Waters, Service Director, Highways and Streetcare Services

#### **1. PURPOSE OF THE REPORT**

- 1.1 The purpose of the report is to seek approval from Cabinet for the Council to provide civil parking enforcement back-office Penalty Charge Notice (PCN) processing functions on behalf of additional Local Authorities across South Wales. This regional collaboration, (which currently includes Rhondda Cynon Taf CBC and Merthyr Tydfil CBC), is known as the South Wales Parking Group, (SWPG).
- 1.2 The report will also provide a brief update with regards to the Council's mobile camera parking enforcement service, which has recently been introduced to help tackle problem parking outside schools, adjacent to pedestrian crossing points and in bus stop clearways.

#### **2. RECOMMENDATIONS**

- 2.1 It is recommended that Cabinet:
  1. Agree that a regional hub for the processing of Penalty Charge Notices issued by Local Authorities across South Wales, be established, with RCT as the lead Authority.
  2. Agree to support implementation requirements for the new regional service, including the appointment of appropriate additional staff resources in Highways and Streetcare Services.
  3. Duly notes the update provided regarding the mobile camera parking enforcement service.

### **3. REASONS FOR RECOMMENDATIONS**

- 3.1 Councils in the former Gwent region, (Caerphilly CBC, Newport CC, Torfaen CBC, Monmouthshire CBC and Blaenau Gwent CBC), have all resolved to apply for Civil Parking Enforcement (CPE) powers across their individual County Boroughs, with some commencing enforcement operations from as soon as April 2019. However, not only have all the Council's agreed to pursue an external back-office processing solution, but they have also all expressed a desire for RCT to undertake such work on their behalf.
- 3.2 The centralisation of back-office PCN processing work, including, but not exclusive to: the processing of payments, responding to challenges, cancelling PCNs and the generation of all statutory correspondence contained therein, will help reduce costs due to the centralising of staff and procurement of consumables etc., as well as ensuring the consistency of functions, all the time following the Welsh Government's collaboration agenda.
- 3.3 RCT has significant experience of operating a CPE service and, since April 2018, has been providing back-office PCN processing services for Merthyr Tydfil CBC. Moreover, in addition to the stated desire of the former Gwent Councils to externalise their back-office processing, there may also be scope for RCT to offer such services for other Local Councils as well.
- 3.4 The main focus of the mobile camera parking enforcement service is tackling the abuse of parking restrictions outside of our schools, and the commencement of the service has appropriately coincided with the beginning of the new academic year.
- 3.5 In light of the continued growth of the Parking Services function, it is appropriate to review the management arrangements.

### **4. BACKGROUND**

- 4.1 Following the demise of the former South Wales Police Traffic Warden service in December 2010, the CPE Service, a combined on and off-street parking enforcement service, was introduced by the Council in Rhondda Cynon Taf in August 2012.
- 4.2 There are over 1600 Traffic Regulation Orders, (marked and / or signed traffic restrictions), installed across the County Borough and in addition to such on-street restrictions, the Council also provides high quality and well maintained car parking facilities in all our town centres; these require regular enforcement in order to ensure the effectiveness and continued success of the Service.
- 4.3 The back office PCN processing function was undertaken by colleagues in Merthyr Tydfil CBC from the inception of the service in 2012 until April 2018, at which time, the Service Level Agreement (SLA) underpinning the arrangement was reversed, with RCT now providing the function on behalf both Authorities.

- 4.4 Gwent Police, in a similar vein to the South Wales Police back in 2010, have duly informed Councils in their area, that their Traffic Warden service has ceased and that from April 2019, Council Civil Parking Enforcement operations across the area are being phased in accordingly.
- 4.5 A key role that the Civil Enforcement Officers (CEOs) undertake is in relation to, dealing with complaints of vehicles parked on Keep Clear markings outside schools, on zig-zag lines approaching pedestrian crossings and in Clearways at bus stops, their physical presence prevents parking only whilst they are there. Once CEOs leave the area, indiscriminate parking re-occurs. Consequently, the Council resolved to implement a mobile camera parking enforcement solution to help tackle these issues more effectively (Please see link to a previous Cabinet Report [here](#) for further information). This report will also provide an update on this initiative and its success to date.

## **5. BACK-OFFICE PCN PROCESSING FUNCTION**

- 5.1 The back-office PCN processing function is a vital part of the civil parking enforcement service with many items of correspondence associated with the parking penalty enforcement process, (including responses to formal representations, DVLA queries and Traffic Enforcement Centre debt registrations), having legislative timescales to be adhered to.
- 5.2 If PCN timescales are not met, then cases expire; Councils may not be able to recoup any outstanding debts associated with PCNs and the PCN payment rate, a key metric of the success of the service, drops in line with a reduction in income.
- 5.3 From the inception of their respective civil parking enforcement plans, all of the following Councils: Caerphilly CBC, Newport CC, Torfaen CBC, Monmouthshire CBC and Blaenau Gwent CBC, have stated a desire to externalise the back-office PCN processing function.
- 5.4 Subsequently, discussions with RCT took place via a number of joint meetings whereby all Councils stated their intent to utilise RCT as their preferred back-office PCN processing provider. Following these meetings, the Council has been mentoring / guiding each of the Councils listed in section 5.3 individually through the process of applying for CPE powers, with all now signed-up in principal to an overarching SLA expanding the South Wales Parking Group collaboration across 7 Local Authorities. (Please see Appendix A).
- 5.5 Latest indications from the former Gwent Authorities suggest that Caerphilly CBC, Newport CC and Monmouthshire CBC will be commencing CPE enforcement operations from April 2019, with Torfaen CBC and Blaenau Gwent CBC following suit later in the year.
- 5.5 Since assuming responsibility for the back-office PCN Processing function from Merthyr Tydfil CBC earlier in the year, the Council has demonstrated the ability to successfully deliver this key service function on behalf of both Councils.

- 5.6 The Council's Parking Services team already possesses considerable administrative skills and subject knowledge in this area and, with some limited additional staffing resources and a new computer software system, it is envisaged that the team will be able to deliver this service on behalf of all Councils starting from April 2019.

## **6. MOBILE CAMERA PARKING ENFORCEMENT**

- 6.1 Following Cabinet approval to pursue a mobile camera parking enforcement solution in October 2017, the Council successfully procured a new enforcement vehicle earlier this year, which is fully equipped with an Automatic Number Plate Recognition (ANPR) camera, utilising cutting edge infra-red technology to capture clearly defined images of vehicles parking unlawfully outside our schools, in bus stops and on pedestrian crossings.
- 6.2 Officers have spent the summer months mapping hundreds of Traffic Regulation Orders onto the vehicle's software system, undertaking remedial works on those sets of restrictions that required additional signage or refreshed carriageway markings, and thoroughly testing enforcement schedules.
- 6.3 In addition, following a presentation to Full Council in July 2018, which outlined that the new service would be active from the start of the 2018/19 academic year in September 2018, a communications / public relations campaign has been ongoing, with numerous positive messages of support being received by the Council.
- 6.4 Having received formal approval from the Welsh Government, which permits the Council to use a so-called "approved device" parking enforcement methodology, the Council has been enforcing the restrictions detailed above since 3rd September 2018, (via warning Notices during the first two weeks of operation).
- 6.5 Preliminary data indicates that almost 822 motorists have already been caught parking unlawfully by the Council's Parking Enforcement Vehicle up to the end of October.6.6 Motorists observed parking unlawfully were issued with formal warning Notices for the first 2 weeks, with PCNs only being issued from the third week of operation. Over this period, 172 warning Notices were initially issued.
- 6.7 Whilst it is too early to assess the effectiveness of the service based on two months data, a further update on this matter will be delivered to the Public Service Delivery, Communities and Prosperity Scrutiny Committee later in the year.

## **7. EQUALITY AND DIVERSITY IMPLICATIONS**

- 7.1 An Equality Impact Assessment screening form has been prepared for the purpose of this report. It has been found that a full report is not required. There are no negative or adverse equality or diversity implications associated with this report.

- 7.2 From a camera enforcement perspective, as such a service enhancement is primarily concentrated on enforcement outside schools, the equality impact assessment has identified an improvement for people with disabilities, and vulnerable road users such as children.
- 7.3 In having a more effective enforcement regime outside schools, the number of unlawfully parked vehicles at such locations will likely reduce over time and as such, school environments and pedestrian crossing facilities will be made safer and easier to use, not to mention that it could also promote healthier lifestyles amongst parents by encouraging more walking.
- 7.4 Additionally, it is envisaged that the enhanced enforcement of bus stops will enable buses to pull up in a stop more readily, thus setting-down and picking-up passengers at the most convenient location. Consequently, this will afford passengers with mobility issues a greater chance of embarking and disembarking via a level access point and reducing the dwell time at the stop.

## **8. FINANCIAL IMPLICATION(S)**

- 8.1 A detailed financial analysis of the administrative tasks undertaken with respect to the processing of PCNs has helped to inform a SLA offer to all participating Local Authorities. The operation of the SLA will be kept under review as part of implementing the new arrangements, but all costs are expected to be fully met by the additional income generated.
- 8.2 A centralised arrangement of this type will lead to a reduction in administrative costs. For example, the cost of procuring the requisite software licences, consumables and even uniforms are all expected to be reduced, in some cases significantly, after negotiations with suppliers.
- 8.3 In terms of resource requirements, the Council has purchased an updated software system as part of work to set-up the aforementioned mobile parking enforcement solution, which will allow for the expected increase in workload. It will however need to appoint additional staffing resources to ensure that capacity exists for the expanded service and two additional posts within Highways and Streetcare are required. It is likely that a review of the management arrangements will result in additional costs, but these will be offset against the income from the additional back office functions.
- 8.4 Specifically in relation to income with respect to the Council's fledgling mobile camera enforcement service, it is currently anticipated that all costs will be fully met by the additional income generated.

## **9. LEGAL IMPLICATIONS OR LEGISLATION CONSIDERED**

- 9.1 The Traffic Management Act 2004 (TMA 2004): The Secretary of State's Statutory Guidance to Local Authorities on the Civil Enforcement of Parking Contraventions prescribes that back-office PCN processing functions can be contracted out, (albeit decisions with regard to formal representations cannot).

9.2 Local Authorities have a duty to tackle dangerous parking and the TMA 2004 duly confers responsibilities upon Local Authorities with Civil Enforcement Area status to enforce civil parking contraventions accordingly.

9.3 In Wales, such contraventions are enforced under the auspices of The Civil Enforcement of Road Traffic Contraventions (General Provisions) (Wales) Regulations 2013, with the Welsh Government further legislating for the enforcement of parking contraventions by “approved devices” under the terms of The Civil Enforcement of Parking Restrictions (Approved Devices) (Wales) Order 2013.

## **10. LINKS TO THE CORPORATE AND NATIONAL PRIORITIES AND THE WELL-BEING OF FUTURE GENERATIONS ACT**

10.1 The expansion of a regional collaboration to efficiently process PCNs will help to deliver a greater consistency of parking enforcement practices across the region and, as such, can be seen to contribute the delivery of the Council’s Corporate Priorities with respect to the theme of “place”: creating neighbourhoods where people are proud to live and work by making Rhondda Cynon Taf’s local environment clean and attractive.

10.2 This report has considered the potential long-term impact of collaborating with other Local Authorities to provide a more sustainable PCN processing function, with a clear responsibility for the Council to guide and inform other Local Authorities as to their own policies and procedures to help ensure fair standards of parking enforcement across a wide area.

10.3 With the aim of balancing the business needs of all Local Authorities, whilst helping to alleviate the problems caused by inconsiderate and dangerous parking practices, the Council can be seen to be collaborating with others to consider the needs of all users of the Highway.

10.4 The mobile camera parking enforcement measures outlined in this report will help to improve traffic flow and road safety, improve public transport reliability and reduce parking problems in town centres, residential areas and, particularly, outside our schools. The creation of safe walking environments outside schools is also likely to lead to healthier lifestyles.

10.5 An expanded partnership between a number of Local Authorities across south-east Wales, which shares common aspirations, best practice and consistency of service provision, will help support the delivery of a Wales of cohesive communities, a prosperous Wales and a Wales of vibrant culture and thriving Welsh Language.

## **11. CONCLUSION**

- 11.1 The CPE Service ensures that Traffic Regulation Orders are better enforced, which maintains the highways in a condition that are free of vehicles which would otherwise be restricting the traffic flow and thus the highways would be better able to undertake their primary purpose of the unrestricted passage of vehicles in a safe manner.
- 11.2 The former Gwent Authorities will be implementing their own CPE operations from April 2019 and have signed-up in principal to RCT undertaking back-office PCN processing duties on their collective behalf. Combined with the work RCT also does for Merthyr Tydfil CBC in this regard, RCT is positioned to establish itself as a regional parking ticket processing hub.
- 11.3 All residents benefit from the services provided via the safe use of the highway and the introduction and subsequent development of the Service via the purchase and operation of a bespoke mobile camera parking enforcement vehicle has extended the Council's capability to tackle key enforcement priorities such as dangerous and unlawful parking outside schools, on pedestrian crossings and in bus stops.

### **Other Information:-**

#### ***Relevant Scrutiny Committee***

*Public Services Delivery, Communities and Prosperity*

#### **Appendix A (Example Service Level Agreement)**



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# **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 1<sup>st</sup> 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 1<sup>st</sup> 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 31<sup>st</sup> 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:

\_\_\_\_\_

.....

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

Print Name:

\_\_\_\_\_

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Designation:

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