

DATED: 14<sup>TH</sup> October 2019

**VEHICLE CONTROL SERVICES LIMITED**

**AND**

**BRISTOL AIRPORT LIMITED**

## **SERVICE AGREEMENT**

**(PARKING ENFORCEMENT)**

**BRISTOL AIRPORT  
BRISTOL  
BS48 3DY**

**TERMS AND CONDITIONS OF CONTRACT**  
(PARKING ENFORCEMENT SCHEME)

THIS AGREEMENT is made on the \_\_\_\_\_ day of OCTOBER 2019 between VEHICLE CONTROL SERVICES LIMITED (Company No. 02881745) whose registered office is at 2 Europa Court, Sheffield Business Park, Sheffield S9 1XE (hereinafter called "the Company") and BRISTOL AIRPORT LIMITED (Company No. 02078692) of Bristol Airport, Bristol, BS48 3DY (hereinafter called "the Client"), each a 'Party' and together the 'Parties'.

**1. Definitions**

**Agreement:** these terms and conditions of Contract including all the Schedules.

**Commencement Date:** 7<sup>th</sup> October 2019.

**Contract Manager:** Mike Fitch and any replacement from time to time in accordance with Clause 4.9.

**Data Protection Legislation:** the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK, and then any successor legislation to the GDPR.

**Fee:** the Concession Fee which is payable by the Company to the Client in accordance with Schedule Four.

**GDPR:** the General Data Protection Regulation 2016 (Regulation (EU) 2016/679), as may be amended, updated, replaced or superseded from time to time.

**Invoice:** a bill for goods or services that have been provided.

**Lists:** the Vehicle Registration Marks ("VRMs") of all authorised vehicles.

**Parking Charge Notice:** the notice issued by the Company to Users requiring the User to pay a Parking Enforcement Charge for parking contraventions within the Site.

**Parking Enforcement Charge:** £100.00 (one hundred pounds) if paid within 28 days of the Notice issue date, reducing to £60.00 (sixty pounds) if paid within 14 days of the Notice issue date, which may be amended from time to time by mutual agreement by the Parties.

**Parking Fee:** the fee which should ordinarily be paid by Users, customers of the Client for parking upon the Site.

**Services:** the provision of parking, stopping and tailgating control and enforcement services by the Company at the Site, which includes, without limit, enforcing the Parking Policy and Tailgating Policy detailed in Schedule One.

**Site:** the Pick Up and Drop Off ("PUDO") car park(s), un-adopted roadways, car park entrances/exits and/or land situated at Bristol Airport, as detailed and highlighted in Schedule Three of this Agreement, of which the Client is the lawful owner/occupier.

**Site Operating Instructions:** the operating instructions for the Services agreed between the Parties in writing, as amended from time to time.

**System:** the equipment and processes detailed in Schedule Two.

**Tailgating:** Whereby a User proceeds through a barrier controlled zone without paying the Parking Fee.

**Term:** the term of this Agreement is for a period of 39 months commencing 7<sup>th</sup> October 2019 to 6<sup>th</sup> January 2023, unless terminated earlier in accordance with its terms.

**Users:** users of the Site.

**VAT:** Value Added Tax payable at the prevailing rate in accordance with statutory legislation.

**2. Services:**

2.1 The Client grants to the Company a non-exclusive licence to use the Site for the provision of the Services for the Term.

2.2 The Company shall:

- (a) provide the Services 24 (twenty-four) hours per day, 7 (seven) days per week, 52 (fifty-two) weeks per year and in accordance with Schedule One;
  - (b) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Company's industry, profession or trade;
  - (c) co-operate with the Client in all matters relating to the Services;
  - (d) obtain and at all times, maintain during the Term, all necessary licences and consents and comply with all applicable laws and regulations in relation to the Services and the installations of the System including but without limitation the Road Vehicles (Registration and Licensing) Regulations 2002;
  - (e) observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Site from time to time;
- 2.3 The Client and Company may, if both Parties so wish, enter into negotiations to extend this Agreement 3 (three) months prior to the end of the Term.

**3. The Company's Rights and Obligations:**

3.1 The Company shall throughout the Term take good care of and keep in good working repair (where applicable) the System and operate the same in the proper manner.



- 3.2 The Company shall enforce the Parking Policy and Tailgating Policy detailed in Schedule One through the use of the System at all times during the Term and shall comply with the terms and conditions and/or byelaws applicable to Bristol Airport.
  - 3.3 The Company shall provide the Client monthly reports with information relating to the previous month's roadway management and Company revenue streams at the Site along with detailed information on vehicle data captures, Parking Charge Notices issued, Parking Enforcement Charges received and any void/cancellations of Parking Charge Notices.
  - 3.4 The Company shall act in good faith in its obligations under this Agreement and keep full and proper records and accounts in respect of the Parking Charge Notice income and other income associated with this Agreement (The Records and Accounts). The Client may require an audit of the Records and Accounts from time to time by a qualified independent accountant approved by the Client. The Company shall permit the Client or chosen representative to access such Records and Accounts at the Company's own offices by giving one week's written notice.
  - 3.5 If there is any technical failure or malfunction of the System, the Company shall use all reasonable endeavours to remedy such failure and/or malfunction as soon as reasonably practicable and in any event within 28 days from the date of failure or malfunction in which case if no remedy has ensued the provisions of clause 9.2 shall apply.
  - 3.6 The Company will pay to the Client the Fees. If any Fees become overdue, such Fees will accrue and be payable by the Company upon the outstanding sums from the date upon which payment was due until the date payment is received in full on a daily basis at an interest at a rate of 4% above the Bank of England's base rate from time to time.
  - 3.7 The Company shall fix, exhibit and display prominent, adequate and appropriate signage at the Site to enable the proper management, monitoring and enforcement of the Parking Policy and Tailgating Policy and collection of the Parking Charge Notices/Invoices. Such signs may be altered in context at the Company's discretion from time to time. All signage will comply with the Approved Operator Scheme's Code of Practice and relevant legislation.
  - 3.8 The Company shall install fixed CCTV cameras in agreed locations to enforce the Parking Policy.
  - 3.9 The Company shall comply with all relevant Data Protection Legislation.
  - 3.10 The Company shall issue Users contravening the Parking Policy or Tailgating Policy with a Parking Charge Notice and/or Invoice either through the post and/or by affixing it to the vehicle.
  - 3.11 The Company shall use all reasonable endeavours to demand and collect in its own name the Parking Enforcement Charges, Parking Fees and Invoices from Users following the issue of a Parking Charge Notice, Parking Fee or Invoice which may extend to debt recovery and/or court action. The Client agrees to give the Company all reasonable assistance (including executing all relevant documents if necessary) in relation to such court action.
  - 3.12 The Parking Enforcement Charges collected by the Company shall belong solely to the Company.
  - 3.13 The Parking Enforcement Charges may be increased from time to time by the Company subject to the Client's prior written consent.
  - 3.14 For the avoidance of doubt the Services do not include repair of the Site (unless the repair is required due to the act, omission or negligence of the Company), clearing snow, ice, petrol, oil, grease or any other substance or matter, maintenance of any landscaped area, provision and sprinkling grit on the surface of The Site, maintenance and repair of the lighting (unless the repair is required due to the act, omission or negligence of the Company) or graffiti removal. If mutually agreed by the Parties additional services will be provided by the Company under separate cover.
  - 3.15 The Company hereby indemnifies the Client against all claims, actions, loss, damage or expense arising as a result of any breach by the Company, its employees and/or its agents of the terms of this Agreement, or any act, omission or negligence of the Company, its employees or agents.
  - 3.16 The Company is and will ensure it maintains membership of an Approved Trade Association formally certified by the Driver and Vehicle Licensing Agency (the DVLA), and operate in accordance with the Approved Trade Association's Code of Practice.
  - 3.17 The Company will provide the Services in accordance with the Site Operating Instructions.
  - 3.18 The Company shall obtain and maintain throughout the Term sufficient insurance cover and produce the policy to the Client upon Client's request. As a minimum, the public liability cover shall be of at least £5 million and employers' liability cover of at least £5 million.
- 4. The Client's Rights and Obligations:**
- 4.1 The Client requests and authorises the Company to provide the Services and warrants to the Company that it has full title and authority to do so.
  - 4.2 The Client shall permit the Company and any person authorised by the Company to install and operate the System, subject to the Company complying with all relevant Data Protection Legislation, and to have access to the System data at all reasonable times and not make or endeavour to make any alterations or additions to the System or any part thereof nor permit any other person to do so without the prior written consent of an Executive Director of the Company.
  - 4.3 The Client will permit the Company to install fixed CCTV cameras in agreed locations to enforce the Parking Policy within 4 (Four) months of the Commencement Date of this Agreement.



- 4.4 The Client is responsible for the repair and maintenance of the Site and for the health and safety of the Users, except to the extent that a repair is required, or a health and safety issue arises due to the act, omission or negligence of the Company.
- 4.5 The Client shall support the Company's enforcement of the Parking Policy and Tailgating Policy. All claims and complaints relating to the Services will be dealt with by the Company at its own cost and the Company shall indemnify the Client against any costs, losses, expenses or damages arising out of such claims or complaints that are brought directly against the Client in connection with the Services. If the Client directly receives any complaints in relation to the Services or the Company, the Client shall redirect such complaints to the Company informing the User they have done so.
- 4.6 The Client hereby agrees that during the Term it will not engage on its own behalf or enter into any arrangement formal or otherwise with any person, firm or body corporate for the provision of the Services.
- 4.7 The Client shall indemnify the Company in the event of any damage or loss caused to the Company, its property and/or equipment whilst performing their obligations under this agreement unless such damage or loss was suffered due to an act, omission or negligence of the Company, its employees or agents.
- 4.8 The Client shall provide the Company with a suitable parking space free of charge for the parking of the CCTV/ANPR equipped patrol vehicle throughout the Term.
- 4.9 The Client shall give notice to the Company in writing of any change in identity of the Contract Manager.
- 4.10 The Client's Contract Manager may request the cancellation of a PCN.
- 5. System and Site:**
- 5.1 The System shall remain the property of the Company, which shall be entitled to take possession thereof and shall remove the same upon the expiration or earlier termination of this Agreement.
- 5.2 Should the Client vacate, sell or otherwise dispose of the Site, the Client shall inform the Company not less than one month prior to such event and give notice thereof in writing to the Company's registered office by recorded delivery. In any such event this agreement shall transfer to the new landowner.
- 6. Force Majeure:**
- In the event of actions of the Queen's forces, civil commotion, accidents, plant breakdowns, interference by labour or strikes or lock out of employees, act of God, or any restriction, regulation, order, act or omission or operation by any local or municipal authority or government department or any other unforeseen event outside of the reasonable control of a party ("Force Majeure Event") both Parties to this Agreement shall be relieved of liabilities incurred under this Agreement wherever and to the extent to which the fulfilment of such obligation is prevented, frustrated or impeded. If the Force Majeure Event continues for more than one month, then either Party may terminate this Agreement.
- 7. Data Protection:**
- 7.1 The Parties are both Controllers, as defined in the GDPR, and mutually agree to comply with their respective obligations under the GDPR and any other Data Protection Legislation for the avoidance of doubt the Client is a Controller in relation to the Lists only.
- 7.2 The Client shall provide the Company with the Lists and the Company shall use its own discretion regarding the application of the Lists taking into account clause 2.2 (d) and the Data Protection Legislation.
- 8. Limitation of Liability:**
- 8.1 These conditions shall not be deemed to constitute or imply any warranty by the Company that the System will at all times operate satisfactorily without malfunction, and the Company gives no such warranty.
- 8.2 The Company shall not be liable for any technical failure of the System.
- 8.3 Nothing in this Agreement shall limit or exclude the liability of either Party for:
- (a) death or personal injury resulting from negligence; or
  - (b) fraud or fraudulent misrepresentation; or
  - (c) the indemnities contained in this Agreement; or
  - (d) any other circumstances that can't be excluded by applicable law.
- 8.4 Without prejudice to clause 8.3, neither party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
- (a) loss of profit;
  - (b) loss of goodwill;
  - (c) loss of business;
  - (d) loss of business opportunity; or
  - (e) loss of anticipated saving
- 8.5 The Company shall not be held liable for failing to enforce any breach of the Airport's On-Site Traffic Regulations and Policy.



**9. Termination:**

- 9.1 The Client may terminate this Agreement within the first 3 months of the Commencement Date of the Agreement upon serving 14 days written notice to the Company, such notice to be served by first class recorded delivery post to the Company's registered office.
- 9.2 In the event that the Client serves notice of termination in accordance with clause 9.1 no Concession Fee will be payable by the Company to the Client.
- 9.3 In the event that either Party (the "Party in Default") commits a material breach of any of its obligations under this Agreement and, where such breach is capable of remedy, has not remedied the same within twenty eight days of receipt of a notice from the other Party (the "Innocent Party") requiring that the same is remedied then the Innocent Party may by notice to the Party in Default terminate this Agreement, such termination to take effect immediately upon the receipt by the Party in Default of such notice.
- 9.4 The Company may terminate this Agreement on six month's written notice if in the Company's opinion acting reasonably it is not financially viable to continue to enforce the Parking Policy using the System at the Site provided that the Company has used all reasonable endeavours to make the Services financially viable and the Company shall provide evidence to the Client to demonstrate that the Services are not financially viable in which case the provisions of this clause 9.5 shall apply.
- 9.5 On expiry of the Term or earlier termination, the Company shall yield up the Site, remove the System and shall be required to make repairs to any damage caused by its removal to the reasonable satisfaction of the Client.

**10. Miscellaneous:**

- 10.1 This Agreement constitutes the entire agreement between the Company and the Client and supersedes all other agreements, statements, representations or warranties made by or between the Parties or either of them concerning the same.
- 10.2 No waiver, alteration, variation or addition to this Agreement shall be effective unless made in writing by both Parties and accepted by an authorised signatory of both Parties. In the case of the Company an executive director.
- 10.3 Each party shall comply with all applicable anti-bribery, anti-corruption and anti-slavery legislation including the Bribery Act 2010 and Modern Slavery Act 2015.
- 10.4 The interpretation, construction, effect and enforceability of this Agreement shall be governed by English Law, and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 10.5 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.
- 10.6 No term of the Agreement may be enforced by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 10.7 The Parties undertake to hold in strict confidence the provisions set forth in this Agreement.
- 10.8 Neither Party to this Agreement may assign this Agreement in whole or part without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 10.9 It is hereby agreed that the Concession Fee may be reviewed by both parties to this Agreement after 3 months from the Commencement Date of this Agreement and subject to mutual agreement between the parties, the Concession Fee may be varied once only for the remaining period of the term of this Agreement. Such mutually agreed variation to be concluded in writing between the parties within 2 weeks of the expiration of 3 months from the commencement of this agreement.

Authorised to Sign for and on behalf of the Company  
VEHICLE CONTROL SERVICES LIMITED

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Authorised to Sign for and on behalf of the Client  
BRISTOL AIRPORT LIMITED

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_



**Schedule One****The Parking Policy**

1. Parking or stopping on the Site red routes and no stopping zones is NOT PERMITTED for any period of time.
2. No vehicle class exceptions apply.
3. No disabled/invalid driver exemptions apply.
4. Users contravening the Site terms and conditions which are displayed around the Site will be issued with a Parking Charge Notice through the post or affixed to the vehicle.
5. The Company shall enforce this Parking Policy 24 (twenty-four) hours per day, 7 (seven) days per week, 52 (fifty-two) weeks per year, at its discretion.
6. The Company will provide Patrol Officers to conduct regular periodic patrols of the Site as detailed in Schedule Three to actively monitor and enforce any parking restrictions.
7. A Parking Charge Notice will be issued for the following contraventions: -

CODE	CONTRAVENTION	APPLICABLE
(46)	STOPPING/WAITING ON A ROADWAY WHERE STOPPING IS PROHIBITED	✓
(47)	PARKED ON A RESTRICTED BUS STOP/STAND	✓
(80)	PARKED FOR LONGER THAN THE MAXIMUM PERIOD PERMITTED	✓
(81)	PARKED IN A RESTRICTED / PROHIBITED AREA	✓
(95)	RETURNING TO A CAR PARK WITHIN THE NO RETURN PERIOD/TIME	✓
(102)	FAILURE TO PAY THE APPLICABLE PARKING FEE (TARIFF) PRIOR TO EXITING THE CAR PARK	✓

Not all contraventions stated above may be applicable to the Site. Only those contraventions applicable marked with a tick shall be administered.

**The Tailgating Policy**

1. Tailgating on the Site is NOT PERMITTED.
2. The Client shall supply to the Company vehicle details of all Tailgating events within 72 hours of each event. The details shall include the vehicle registration mark, make, model and time and date of event.
3. The Company shall enforce against Tailgating events 24 (twenty-four) hours per day, 7 (seven) days per week, 52 (fifty-two) weeks per year, at its discretion.
4. A Parking Charge Notice or Invoice will be issued by the Company to Users for the Parking Enforcement Charge, where the cost of the Parking Fee at the Site (on a per day basis) ("Parking Charge") is less than or equal to the Parking Enforcement Charge.
5. Where the Parking Fee exceeds the Parking Enforcement Charge, the Company reserves the right to recover the Parking Fee plus the Parking Enforcement Charge(s) by way of issuing a Parking Charge Notice(s) and an Invoice for the Parking Fee.

AUTHORISED TO SIGN FOR AND ON BEHALF OF BRISTOL AIRPORT LIMITED

SIGNATURE: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: 4<sup>th</sup> Oct 2019

PRINT NAME: \_\_\_\_\_

GRAEME GAMBIE

## Schedule Two

## Equipment &amp; Labour

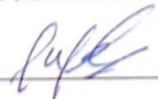
1. The Company will provide the following:

DESCRIPTION
Mobile Traffic Enforcement Unit
Quarterly and Annual ANPR Enforcement Monitoring and Statistics Reporting
Public Information Signs
Parking Charge Notices and Processing
All Appropriate Stationery
Periodic Visits by Fully Uniformed Parking Attendants
CCTV Cameras for enforcement in addition to the CCTV cameras owned and operated by the Client at the Site
Remote infrastructure to store recordings and data
Pursuing and collecting unpaid Parking Fees

2. All equipment/machinery, signage and stationery belonging to the Company shall remain the property of the Company, whom shall take possession thereof and remove the same upon the expiration or earlier termination of this Agreement.

AUTHORISED TO SIGN FOR AND ON BEHALF OF BRISTOL AIRPORT LIMITED

SIGNATURE:



POSITION:

COO

DATE:

4<sup>th</sup> Oct 2019

PRINT NAME:

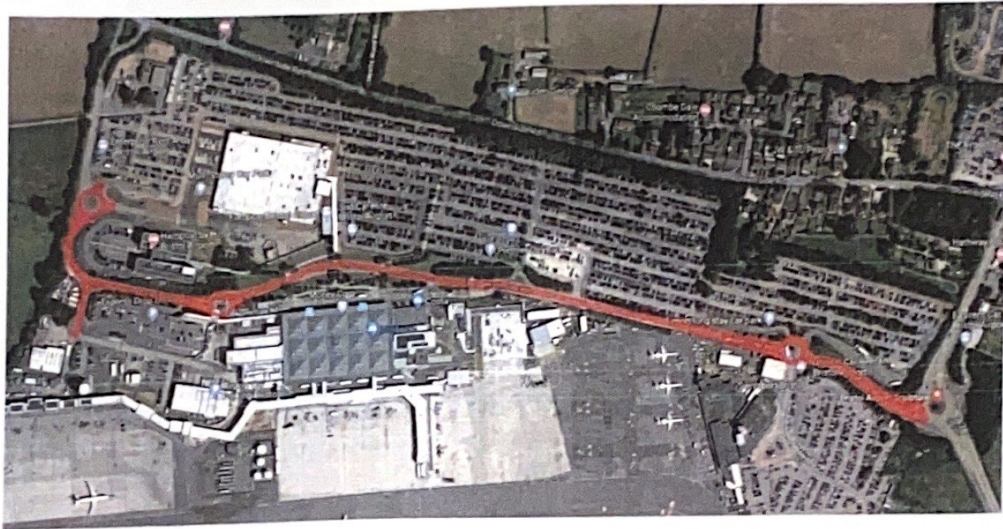
GRAEME GAMBLE



Schedule Three

The Site

1. The Company will provide Services to the following locations shown on the plan below:



AUTHORISED TO SIGN FOR AND ON BEHALF OF BRISTOL AIRPORT LIMITED

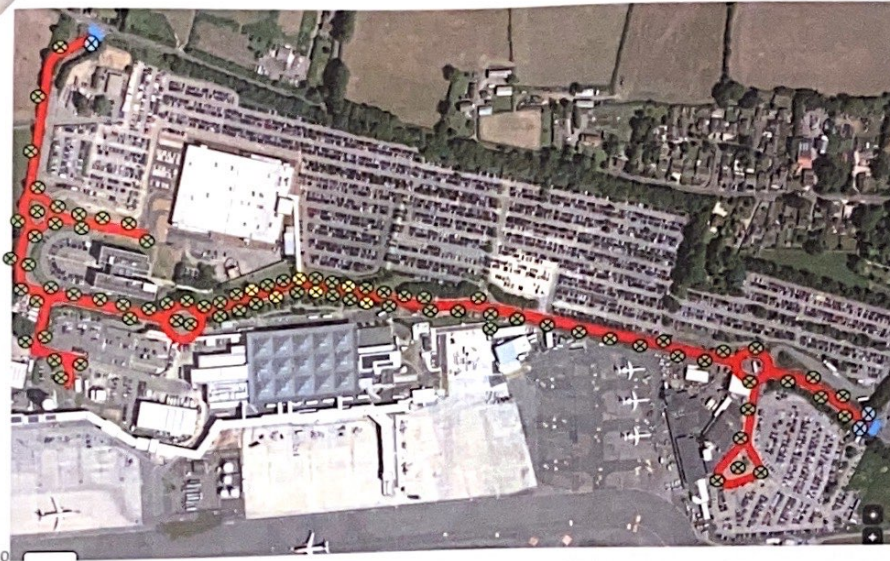
SIGNATURE: [Signature] POSITION: COO DATE: 4<sup>th</sup> Oct 2019






PRINT NAME: CRAGHE GAMBLE



Airport Overhead

184



-  No Stopping Entrance Board
-  No Stopping Repeater Board
-  No Drop Off or Pick Up
-  Patrol Area
-  Entrance/Exit

Bristol Airport, Bristol, BS48 3DY

JW 16/10/2019

No Stopping

£100 CHARGE  
IF YOU STOP

Penalty notice 28 days of the notice date  
The notice must be requested from the CCA

user  
rol Sc  
epart

1 785  
nden  
2 Eur







# No Stopping



## £100 CHARGE IF YOU STOP

Payable within 28 days of the Notice issue date.

Vehicle keeper details may be requested from the DVLA.

# PRIVATE PROPERTY



**VEHICLE CONTROL SERVICES LTD**  
MANAGE AND CONTROL THIS PRIVATE PROPERTY  
**HELPLINE ☎ (0114) 261 7373**

PO BOX 4777, SHEFFIELD. S9 9DJ

WWW.VEHICLECONTROL.CO.UK

VAT No. 755780006

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