

SUPPLEMENTARY AGENDA

Meeting: Transport Committee

Date: Tuesday 11 January 2022

Time: 10.00 am

**Place: G02 – G03 – G04, LFB Headquarters,
169 Union Street, London, SE1 0LL**

Copies of the reports and any attachments may be found on our website at
www.london.gov.uk/about-us/london-assembly/london-assembly-committees.

Most meetings of the London Assembly and its Committees are webcast live on
www.london.gov.uk/about-us/london-assembly/youtube and
www.london.gov.uk/media-centre/london-assembly where you can also view past meetings.

In accordance with section 100(B)(4) of the Local Government Act 1972, the Chair has agreed to accept the following item as urgent business, on the grounds that consideration of the report at this meeting will ensure that the Committee can be consulted on the changes set out in the report in advance of the next meeting of the London TravelWatch Board on 18 January 2022.

Mary Harpley, Chief Officer & Proper Officer, Friday 7 January 2022

Agenda

Transport Committee

Tuesday 11 January 2022

9 Any Other Business the Chair Considers Urgent

9a London TravelWatch and Transport Focus - Changes to Governance Arrangements (Pages 1 - 72)

Report of the Executive Director of Assembly Secretariat

Contact: Helen Ewen, helen.ewen@london.gov.uk, 07729 108986

The Committee is recommended to:

- (a) Note the changes and resultant amendments to the Collaboration Agreement between London TravelWatch and Transport Focus;**
- (b) Agree the relevant changes to the associated Memorandum of Understanding (MoU) between London TravelWatch and the Committee; and**
- (c) Endorse the appointment of Emma Gibson as London TravelWatch Accounting Officer, and that her job title will change from Director to Chief Executive.**

Subject: London TravelWatch and Transport Focus – Changes to Governance Arrangements

| | |
|-----------------------|---|
| Report to: | Transport Committee |
| Report of: | Executive Director of Assembly Secretariat |
| Date: | 11 January 2022 |
| Public Access: | This report will be considered in public |

1. Summary

- 1.1 The Boards of London Travel Watch and Transport Focus have agreed further changes to their governance arrangements, following consultation with the Chair of the Transport Committee and the Department for Transport (DfT). Whilst the majority of current arrangements will remain in place, the organisations will no longer have a joint Chief Executive.

2. Recommendations

- 2.1 **That the Committee notes the changes and resultant amendments to the Collaboration Agreement between London TravelWatch and Transport Focus;**
- 2.2 **That the Committee agrees the relevant changes to the associated MoU between London TravelWatch and the Committee; and**
- 2.3 **That the Committee endorses the appointment of Emma Gibson as London TravelWatch Accounting Officer, and that her job title will change from Director to Chief Executive.**

3. Background

- 3.1 London TravelWatch and Transport Focus agreed new governance arrangements in 2020. These arrangements were set out in a Collaboration Agreement and were designed to: deliver cost savings and efficiencies through the sharing of back office functions; deliver performance improvements for both organisations through the sharing of information and expertise; and provide more robust leadership and governance for London TravelWatch following a period of significant change.
- 3.2 Both organisations consider that these arrangements have, in the main, worked well and there is broad agreement the shared services aspects of the Agreement (IT, HR, finance, and complaints handling) should be preserved. The Chairs of both bodies now, however, consider that the Joint Chief Executive (JCE) and Accounting Officer role (currently held by Anthony Smith) is no longer necessary, and risks negatively impacting the effectiveness of both organisations.
- 3.3 Both Boards have agreed that they should revert to separate Chief Executive and Accounting Officer roles. They recommend that Mr Smith will remain as Chief Executive Officer (CEO) and Accounting Officer for Transport Focus. Emma Gibson, currently Director of London TravelWatch, will take on Accounting Officer responsibilities for London TravelWatch. The London TravelWatch Board has proposed that her job title becomes Chief Executive.
- 3.4 The Chair of the Transport Committee met with the Chairs of TravelWatch and Transport Focus and Mr Smith in December to test these proposals and to understand any implications. The recommendation put forward reflects the growing strength and capacity within London TravelWatch and a view from the Board that additional experience and support at the leadership level is no longer required. Against this backdrop, both the CEO and Director consider the joint arrangement create a conflict of interest for them as leaders of bodies with distinct functions, distinct audiences, and distinct reporting arrangements (and given Transport Focus' reporting line into the DfT). They have been clear that the proposed approach will allow both organisations to operate free of these constraints whilst retaining the strong benefits of close collaboration. Crucially, it is anticipated that a separation of these roles will enable London TravelWatch to take a proactive stance on key passenger issues.
- 3.5 In discussion, the Chair of the Committee tested the potential risks of this approach and in particular whether there would be any reduction in information or research provision to TravelWatch. The Chairs of both organisations offered full assurances that current lines of engagement would continue and highlighted the following points:
- Arthur Leathley (Chair, London TravelWatch) would continue to be a Member of the Transport Focus Board;
 - Information flows would continue as now, with no changes to the information available to either organisation;
 - A recent mapping exercise confirmed that there are currently 40 regular contact points between the two organisations – under the proposed changes, only one of those (the relationship between the Chief Executive and Director) would change;
 - The Collaboration Agreement Review Group established to provide oversight of the effective operation of joint working would continue to meet as now; and
 - Neither organisation has ruled out a return to a shared leadership model in the future, should strengthened leadership be required again. A further planned review of the Collaboration Agreement, due in March, would allow a further opportunity to test the position.

4. Accounting Officer and Chief Executive Role

- 4.1 Appointments of London TravelWatch staff, including the Chief Executive, are a matter for the London TravelWatch Board, in consultation with the Chair of the Transport Committee. Reflecting this approach, the Committee were involved in the recruitment of (and asked to endorse the appointment of) Emma Gibson as Director in December 2019. The Committee subsequently endorsed the Board's decision to appoint Anthony Smith as joint CEO in February 2020.
- 4.2 The Chair of London TravelWatch has confirmed the Board's intention to alter Emma Gibson's job title from Director, to Chief Executive. This will ensure she has appropriate standing in engaging with other organisations and will provide a clear demarcation between the previous and proposed arrangements. In practice they do not anticipate any substantive shift in responsibilities. This reflects the fact that Ms Gibson was responsible for the majority of work relating to finances and accounts and was fulfilling Accounting Officer duties on a day to day basis. The Board will consider any implications for terms and conditions in the usual way, and noting that London TravelWatch will no longer need to meet the costs of the Joint Chief Executive role.

5. Changes to the Collaboration Agreement and Memorandum of Understanding (MoU)

- 5.1 In practice, the proposed changes are minimal and focussed on articulating the change in arrangement at the most senior level. A tracked version of the Memorandum of Understanding (MoU) between the Committee and London TravelWatch has been provided for the Committee's information and approval.

6. Legal Implications

- 6.1 The Committee has the power to do what is recommended in this report.

7. Financial Implications

- 7.1 There are no direct financial implications to the GLA arising from this report.

List of appendices to this report:

Appendix 1 – Proposed Revised London TravelWatch and Transport Focus Collaboration Agreement

Appendix 2 – Draft Memorandum of Understanding between the Greater London Authority and London TravelWatch (Revised January 2022)

Local Government (Access to Information) Act 1985

List of Background Papers:

None.

Contact Information

| | |
|------------------|--|
| Contact Officer: | Helen Ewen, Executive Director of Assembly Secretariat |
| Telephone: | 07729 108986 |
| E-mail: | helen.ewen@london.gov.uk |



COLLABORATION AGREEMENT

INCORPORATING

**PRINCIPLES AND PROTOCOLS FOR PARTNERSHIP
WORKING**

AND

SHARED SERVICES AGREEMENT

AND

DATA SHARING AGREEMENT

**PURSUANT TO THE DATA PROTECTION ACT 2018 AND THE DATA
PROTECTION, PRIVACY AND ELECTRONIC COMMUNICATIONS
(EU EXIT) REGULATIONS 2019**

UPDATED: 1 January 2022

CONTENTS

| Section | Description | Page |
|----------|---|------|
| 1 | <u>Collaboration Agreement</u> | |
| 1.1 | Preliminary | 5 |
| 1.2 | Recitals | 5 |
| 1.3 | Purpose and objectives as agreed by both boards | 5 |
| 1.4 | Scope and accountability | 7 |
| 1.5 | Protocols | 7 |
| 1.6 | Commencement, duration and termination | 7 |
| 2 | <u>Shared Services Agreement</u> | |
| 2.1 | <u>Services:</u> | |
| 2.1.1 | Finance and accounting | 8 |
| 2.1.2 | Human resource management and payroll | 9 |
| 2.1.3 | ICT and Facilities advice and management | 11 |
| 2.1.4 | Casework | 12 |
| 2.1.5 | This section is intentionally blank | 14 |
| 2.1.6 | Safety and Security advice | 15 |
| 2.2 | Duration | 15 |
| 2.3 | Duty of Care | 15 |
| 2.4 | Variation | 15 |
| 2.5 | London TravelWatch Obligations | 16 |
| 2.6 | Transport Focus Obligations | 16 |
| 2.7 | Price Consideration | 16 |
| 2.8 | Strategic Value Consideration | 16 |
| 2.9 | Payment and reconciliation | 17 |
| 2.10 | Value Added tax | 17 |
| 2.11 | Termination | 17 |
| 2.12 | Intellectual property | 17 |
| 2.13 | Patents | 17 |
| 2.14 | Equipment | 18 |
| 2.15 | Occupation of premises | 18 |
| 2.16 | Subcontracting | 18 |
| 2.17 | Assignment | 18 |
| 2.18 | Novation | 18 |
| 2.19 | Use of materials | 18 |

| | | |
|----------|--|-----------|
| 2.20 | Dispute resolution and arbitration | 19 |
| 2.21 | The Contracts (rights of third parties) Act 1999 | 19 |
| 2.22 | Property | 19 |
| 2.23 | Limitation of liability | 19 |
| 2.24 | Media relations | 20 |
| 2.25 | Use and disclosure of documents, information etc | 20 |
| 2.26 | Freedom of Information | 20 |
| 2.27 | Data Protection | 20 |
| 2.28 | Fraud and bribery | 20 |
| 2.29 | Agreement management | 21 |
| 2.30 | Effect of expiry or termination | 21 |
| 2.31 | Agreement Capacity | 21 |
| 2.32 | Force Majeure | 21 |
| 2.33 | No partnership | 22 |
| 2.34 | Notices | 22 |
| 3 | <u>Data Sharing Agreement</u> | |
| 3.1 | Background | 23 |
| 3.2 | Purpose and Scope | 23 |
| 3.3 | Processing of Personal data | 25 |
| 3.4 | Agreement Management | 25 |
| 3.5 | Compliance with relevant legislation | 25 |
| 3.6 | Obligations of the parties | 26 |
| 3.7 | Shared personal data | 27 |
| 3.8 | Fair and lawful processing | 27 |
| 3.9 | Data Quality | 29 |
| 3.10 | Data Subjects Rights | 29 |
| 3.11 | Data retention and deletion | 30 |
| 3.12 | Transfers | 30 |
| 3.13 | Security and training | 31 |
| 3.14 | Security breaches and reporting | 31 |
| 3.15 | Duration and termination of Agreement | 31 |
| 3.16 | Resolution of disputes | 31 |
| 3.17 | Warranties | 32 |
| 3.18 | Indemnity | 33 |
| 3.19 | Limitation of liability | 33 |
| 3.20 | Third party rights | 33 |
| 3.21 | Direct marketing | 33 |
| 3.22 | Variation | 34 |
| 3.23 | Changes to the law | 34 |
| 3.24 | No partnership | 34 |
| 3.25 | Force Majeure | 34 |
| 4 | Definitions | 35 |

| | | |
|----------|---|-------|
| 5 | <u>Schedules</u> | |
| A | Principles for partnership working | 38 |
| B | Strategic value and pricing | 39 |
| C | Protocols | 40 |
| D | Framework Agreement concluded between Transport Focus and the Department for Transport dated March 2017 | 42 |
| E | Memorandum of Understanding concluded between London TravelWatch and the London Assembly Transport Committee dated 04 February 2020 | 42 |
| F | Termination provisions | 43 |
| G | Joint Data Incident and Breach Guidelines | 45-49 |

Document history

| Version | Date | Author | Description |
|---------|----------|--------|--|
| 1 | 31/10/19 | JC | Original draft |
| 2 | 14/11/19 | JC | Incorporates joint working and protocols from JS |
| 3 | 18/11/19 | JC | Incorporates corporate services proposals from NH |
| | 18/11/19 | | Shared with JS |
| | 20/11/19 | | Discussed at Change Team Meeting |
| | 27/11/19 | | Discussed at Task Force Meeting |
| 4 | 02/12/19 | JC | Incorporates feedback from Task Force |
| 5 | 10/01/19 | JC | Reflects discussion / agreement on non-financial recharging by ARARC |
| 6 | 10/01/20 | JS | JS substantive comments incorporated |
| 6.1 | 11/01/20 | JC | Tidy-up and reformatting |
| 7 | 14/01/20 | JC | Inserted principles for partnership working as schedule G; inserted hourly and financial pricing data in schedule A; issued to AS, JS and NH for final comments before wider circulation |
| 7.1 | 18/01/20 | JC | Updated with further amends from JS, and JS/AL on new schedule G |
| 7.2 | 19/01/20 | JC | Updated with further amends from NH re strategic value; added safety costs |
| 8 | 20/01/20 | JC | Reformatted and issued for ARARC (21/01) and Task Force (23/01) |
| 9 | 01/02/20 | JC | Reflects further Task Force comments and BWB legal advice. Schedule G moved to schedule A and remaining schedules reordered. All substantive comments in blue . Sections / pages renumbered as necessary. |
| 10 | 04/02/20 | JC | Final comments from AL, JS, EG and RFC. Issued to both boards w/c 04/02/20 |
| 11 | 11/02/20 | JC | Final formatting comments from NH and TdeP |
| 12 | 30/04/21 | NH | Updated services and costs for 2021-22, Replaced GDPR with UK GDPR |
| 13 | 10/05/21 | JC | Final amends to reflect agreement reached on board paper to May 21 ME |
| 14 | 21/12/21 | JC | Amends relating to removal of JCE arrangement. New V4 produced. |

1. COLLABORATION AGREEMENT

1.1 Preliminary

1.1.1 This Collaboration Agreement is made between

(a) Transport Focus¹, a non-departmental public body and body corporate of Her Majesty's Government of the United Kingdom of Great Britain and Northern Ireland created by sections 19 to 21 of the Railways Act 2005 (as amended); and

(b) London TravelWatch², a body corporate created by sections 247 to 252 of the Greater London Authority Act 1999 (as amended).

1.1.2 Nothing in this Collaboration and associated Agreements affects or should be construed to affect the independent performance of the statutory functions of either party.

1.2 Recitals

1.2.1 Both parties to this Collaboration Agreement recognise their own and each other's rights and powers to enter into this and associated agreements.

1.2.2 This Collaboration Agreement recognises the discussions and agreements reached (including but not limited to written correspondence and minutes of appropriate meetings) with the sponsor organisations (the Department for Transport in respect of Transport Focus, and the London Assembly in respect of London TravelWatch) in addition to the formal agreements concluded between these organisations as set out at Schedules D and E.

1.2.3 The shared service agreement and data sharing agreement shall form part of this Collaboration Agreement and shall have effect concurrently and for a similar duration.

1.2.4 This Collaboration Agreement and associated agreements shall be governed by the law of England and Wales and to any extent necessary the parties shall submit themselves to the exclusive jurisdiction of the Courts of England and Wales.

1.3 Purpose and objectives as agreed by both Boards

Goal

1.3.1 Transport Focus and London TravelWatch will work more closely together to ensure that, both jointly and individually, they are making more of difference for transport users and deliver better value for money for sponsors and funders.

¹ Transport Focus is the operating name of The Passengers' Council

² London TravelWatch is the operating name of the London Transport Users Committee

Shared context and criteria for working together

- 1.3.2 Both organisations share a common heritage in their origins as Regional Transport User Committees, and while geographic and modal remits differ, the common objective of both organisations is to act as independent representatives for transport users. Both are committed to consumer principles, independent research and public sector values. Together, this will ensure that advocacy is strongly grounded in evidenced based policy.
- 1.3.3 Both Boards have agreed to take a pragmatic approach to the negotiations and to focus on outcomes. All wish to work together in a spirit of mutual co-operation and trust and believe that “the whole is greater than the sum of the parts”. As such, there will be give and take as far as possible should there be any minor differences of approach, and negotiations will be conducted in a spirit of friendliness and goodwill.

Benefit to transport users across Great Britain

- 1.3.2 Both organisations will become more effective, able to make more of a difference as knowledge, information, skills and resources are pooled – the ‘marriage value’ of the new relationship is considerable
- 1.3.3 More joined up representation on issues affecting transport users across London and South East will benefit all users.
- 1.3.4 Passengers from all over Great Britain need good, reliable links to and from London and the South East. Focusing and making user representation more effective will benefit all users. This also serves a template for arrangements in other places. In this regard, Transport Focus has already set up two subsidiary companies, Transport Focus Scotland Limited and Transport Focus Wales Limited.
- 1.3.5 Joined up representation will look, feel and sound more sensible and effective.

Benefit to sponsors, funders, Boards and staff

- 1.3.6 Clearly visible evidence of making more of a difference for users
- 1.3.7 More resource released for front line activities
- 1.3.8 No major changes to underlying sponsorship, financial, legal or other arrangements
- 1.3.9 Increased opportunities, range of activities and organisations for staff to work and engage with
- 1.3.10 Less duplication of activities and ability to take a more user focused view on issues across Great Britain

1.4 Scope and accountability

- 1.4.1 Both London TravelWatch and Transport Focus will retain their own current corporate entities and identities: logos, websites, nameplates and contact details.
- 1.4.2 Both parties retain the right to publish or comment on issues in a way that reflects the respective statutory and other duties of the organisations – however, it is hoped that joint work and communications will be possible on many issues of joint interest
- 1.4.3 There will be no change to current staff terms and conditions of employment except as may be required by law, or considered necessary and provided for in 2.1.2 (h)

1.5 Protocols

- 1.5.1 There are certain areas which all board members believe to be core to the agreement to collaborate and both organisations will honour an undertaking to incorporate these into the new working arrangements. Schedule C at section 5 sets out a series of protocols governing day to day management issues as they affect the two organisations working together during the transition and substantive term of this Collaboration Agreement and associated agreements.
- 1.5.2 The protocols may be amended, extended or rescinded at the proposal of the Chief Executives of both organisations **and** by and with the agreement of both Chairs.

1.6 Commencement, duration and termination

- 1.6.1 This Collaboration Agreement and its associated agreements shall come into force on 18 May 2021 for an indefinite term subject to formal annual reviews, but may be terminated earlier (a) by the written service of six months notice by one party on the other, or (b) summarily in accordance with the provisions of schedule F.
- 1.6.2 For the avoidance of doubt nothing in this section affects the obligations of either party in respect of financial or strategic value liabilities incurred by the parties undertaken as set out in this Collaboration Agreement and its associated agreements.

Signed by:

Jeff Halliwell

Arthur Leathley

Jeff Halliwell

Arthur Leathley

Chair, Transport Focus

Chair, London TravelWatch

2. SHARED SERVICES AGREEMENT

2.1 SERVICES

Subject to the provisions of this Agreement it is agreed that the following services are to be provided in consideration of the Price or Strategic Value.

2.1.1 Finance and accounting

- | | |
|-----------------------|--|
| (a) Service type | This is a service provided to London TravelWatch by Transport Focus |
| (b) Provider contact | Nigel Holden |
| (c) Client contact | Emma Gibson |
| (d) Service objective | To provide London TravelWatch with high quality professional advice and management accounting to ensure that resources are maximised |
| (e) Service scope | <ul style="list-style-type: none">• Monthly finance reporting of expenditure against budget and forecast outturn for the management team and board in line with the agreed schedule including production of management accounts• Periodic finance reporting of expenditure against budget and forecast outturn for the London Assembly in line with the agreed schedule• Advice and support to managers in the monthly and annual budgeting and reporting cycle, and procurement processes, to help them achieve best value from available resources• To assist in the preparation of annual budgets and ensuring their timely submission to the Board and London Assembly by the agreed dates• Processing of invoices and payments on behalf of London TravelWatch• Management of payables and receivables• Treasury management• To produce the annual accounts in line with generally accepted accounting principles and applicable financial reporting requirements and standards• To act as first point of contact for the annual audit• To provide professional financial advice to the joint chief executive as Accounting Officer, director, |

| | |
|---|---|
| | managers and board including attendance at relevant meetings with the board and chief executive |
| | <ul style="list-style-type: none"> • Maintenance and updating of financial policies, procedures and scheme of delegation |
| (f) Client inputs required | <ul style="list-style-type: none"> • Authorisation of expenditure by London TravelWatch prior to payment • London TravelWatch will be responsible for instructing Transport Focus to issue sales invoices as required |
| (g) Reporting | As above |
| (h) Key performance indicators or other issues / principles in respect of the Service | Payment of undisputed invoices within 30 days Budgets and management accounts to be prepared to the agreed available agreed schedule |
| (i) Consideration | Strategic Value |

2.1.2 Human resource management and payroll

| | |
|-----------------------|---|
| (a) Service type | This is a service provided to London TravelWatch by Transport Focus with effect from 1 March 2021. . |
| (b) Provider contact | Nigel Holden |
| (c) Client contact | Emma Gibson |
| (d) Service objective | <ul style="list-style-type: none"> • To provide high quality professional HR advice to ensure that staff resources are used as effectively as possible and talent is developed • That where feasible, opportunities are taken to carry out joint training and development to minimise costs and promote effective joint working |
| (e) Service scope | <ul style="list-style-type: none"> • Ensure monthly payment of salaries and smooth running of payroll, including payment of statutory deductions on time, and submission of monthly pensions information • HR record maintenance including annual leave, sickness, and other absences using common systems and processes • Provide regular reports to the management team and board on staffing matters, including staff absences and to attend board meetings as required • Providing effective HR support to managers and staff to ensure any personnel issues are dealt with effectively and efficiently |

| | | |
|-----|---|--|
| | | <ul style="list-style-type: none"> • To monitor all HR policies and procedures and identify any updates required. • To oversee programmes of training and development for staff and board members in line with identified training needs and to maintain a process of training evaluation to ensure that training provision meets learning needs • To maintain an overview of relevant legislation |
| (f) | Client inputs required | Direction from the Director, London TravelWatch or Joint Chief Executive as required |
| (g) | Reporting | As above |
| (h) | Key performance indicators or other issues / principles in respect of the Service | <ul style="list-style-type: none"> • London TravelWatch staff will remain on their existing terms and conditions of employment; any future proposals for changes to align terms and conditions will be subject to staff consultation and approval by the respective board(s) • Cross organisation or similar training and development organised by Transport Focus shall be offered to London TravelWatch. Any costs for such training shall be recovered either through strategic value or separately invoiced. • Any selection or recruitment activity will be subject to separate agreement • Any redundancy or restructuring activities (including changes to terms and conditions of employment requiring formal consultation) will be subject to separate scoping and agreement regarding direct costs • Data sharing agreements are in place which allow Transport Focus staff to access London TravelWatch employee records for the purposes of delivering an efficient and effective payroll and human resources support function for London TravelWatch |
| (i) | Consideration | <ul style="list-style-type: none"> • Strategic Value |

2.1.3 ICT and Facilities advice and management

- | | | |
|-----|---|---|
| (a) | Service type | This is a service provided to London TravelWatch by Transport Focus following migration to Transport Focus compatible system / co-location |
| (b) | Provider contact | Nigel Holden |
| (c) | Client contact | Emma Gibson |
| (d) | Service objective | To ensure the effective management of the support for the ICT systems for London TravelWatch together with providing advice on offices and facilities management to London TravelWatch |
| (e) | Service scope | <ul style="list-style-type: none">• Provide access to Transport Focus ICT support services for LTW, including management of the suppliers (IT helpdesk, CRM support, SharePoint support, IT advisor)• Ensure joint ICT systems and infrastructure are kept up to date and secure• Provide advice on ICT services• Provide advice on offices and facilities management• Both parties to make their offices available for Transport Focus and LTW staff to use as appropriate |
| (f) | Client inputs required | <ul style="list-style-type: none">• London TravelWatch and Transport Focus share the cloud based IT services• ICT equipment, systems and software licences for use by London TravelWatch staff will be purchased by London TravelWatch• London TravelWatch and Transport Focus maintain their own local area networks |
| (g) | Reporting | By agreement |
| (h) | Key performance indicators or other issues / principles in respect of the Service | <ul style="list-style-type: none">• Transport Focus and London TravelWatch will work together to ensure efficient use of their office space• The telephone systems for London TravelWatch and Transport Focus are capable of accommodating the needs of London TravelWatch and Transport Focus consumers and stakeholders• Any office relocation or ICT systems changes will be subject to separate scoping and agreement regarding direct costs – see section 2.15. |
| (i) | Consideration | <ul style="list-style-type: none">• Strategic Value |

2.1.4 Casework

- | | |
|----------------------------|---|
| (a) Service type | This is a service provided to Transport Focus by London TravelWatch |
| (b) Provider contact | Susan James |
| (c) Client contact | David Sidebottom |
| (d) Service objective | Provide Transport Focus with complaint and issue handling services such as they relate to passenger contact within the meaning of parts 1, 2 and 7A of section 76 of the Railways Act 1993 (as amended); requests for information made under the Freedom of Information Act 2000; or requests by individuals exercising their rights under the General Data Protection Regulations 2018. |
| (e) Service scope | <ul style="list-style-type: none">• Ensure that the passenger contact duties as set out in the statutes referred to above are satisfactorily discharged, to whatever extent representations are passed to the third-party Rail Ombudsman (because they are 'in-scope' of that Scheme) for effective dispute resolution;• Ensure that passenger issues not passed to the Rail Ombudsman (because they are 'out-of-scope' of that Scheme) are addressed promptly and effectively through liaison with the appropriate Transport Focus staff member(s);• Manage FOIA and UK GDPR requests as set out in the Transport Focus <i>Information Risk Handbook</i>• Manage the contract with the customer contact centre under the director level supervision of the Transport Focus Directors• External representation and representation to at relevant industry meetings and forums• Identifying relevant policy issues and trends arising from casework and ensuring that these are considered by colleagues. |
| (f) Client inputs required | <ul style="list-style-type: none">• Supporting cloud-based IT platform• Compliant privacy policy• Accurately routed web form• Continuing contract with Ventrice (or any contact centre or contact management service / programme contracted by Transport Focus) |

(g) Reporting Provide reports to the Transport Focus Management Team and Passenger Contact Group quarterly in an agreed format

(h) Key performance indicators or other issues / principles in respect of the Service The key performance indicators for this service are as follows:

| | | |
|------|--|------|
| PAS1 | Calls to Ventrica are answered within 20 seconds | >85% |
| PAS2 | Appeals acknowledged within five working days | 100% |
| PAS3 | Appeals closed within 20 working days | >80% |
| PAS4 | Appeals closed within 35 working days | >95% |
| PAS5 | Enquiries closed within 20 working days | >95% |
| PAS6 | Complaints about Transport Focus | <01% |

Quality monitoring

Transport Focus will develop a set of quality measures in the first half of 2021/22 to be introduced from Q3 2021/22 for the remainder of the business year. The measures, covering an agreed set of both qualitative and quantitative case handling outcomes between TF and LTW, will be assessed against feedback from passengers gathered by a case handling satisfaction survey.

(i) Consideration

- Strategic Value

2.1.5 This section is intentionally blank.

2.1.6 Safety and security advice

| | |
|---|---|
| (a) Service type | This is a service provided by London TravelWatch to Transport Focus |
| (b) Provider contact | Emma Gibson |
| (c) Client contact | Mike Hewitson |
| (d) Service objective | To provide high quality advice on safety and personal security matters affecting passengers |
| (e) Service scope | Quarterly updates on Safety and security matters affecting both national rail and light rail passengers in Great Britain. Ad hoc advice on safety and personal security matters affecting all passengers |
| (f) Client inputs | As required |
| (g) Reporting | As above |
| (h) Key performance indicators or other issues / principles in respect of the Service | n/a |
| (i) Consideration | Strategic Value |

2.2 DURATION

The Services shall be provided during the period, and be subject to the earlier termination provisions, as set out in section 1.6.

2.3 DUTY OF CARE

Transport Focus and London TravelWatch shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with this Agreement.

2.4 VARIATION

Transport Focus and London TravelWatch reserve the right to vary this Agreement as a direct result of any new legislation, statutory instrument, government regulation or licences provided that such variation shall be limited to the extent necessary for this purpose; this Agreement may not be otherwise be varied or amended unless the variation or amendment is in writing and agreed by both Transport Focus and London TravelWatch. The price or strategic value of any variation (if applicable) shall be fair and reasonable in all the circumstances.

2.5 LONDON TRAVELWATCH'S OBLIGATIONS

- 2.5.1 London TravelWatch will supply all relevant information required by Transport Focus to carry out the Services within the timescale required by Transport Focus; obtain (as soon as reasonably practicable) all necessary consents or permissions to enable Transport Focus to provide the Services and give any instructions to Transport Focus with regard to the Services in writing or if given orally, confirm instructions in writing within 24 hours.
- 2.5.2 All personnel deployed on the Services must have appropriate qualifications or experience and competence.

2.6 TRANSPORT FOCUS'S OBLIGATIONS`

- 2.6.1 Transport Focus will supply all relevant information required by London TravelWatch to carry out the Services within the timescale required by London TravelWatch; obtain (as soon as reasonably practicable) all necessary consents or permissions to enable London TravelWatch to provide the Services and give any instructions to London TravelWatch with regard to the Services in writing or if given orally, confirm instructions in writing within 24 hours.
- 2.6.2 All personnel deployed on the Services must have appropriate qualifications or experience and competence.

2.7 'PRICE' CONSIDERATION

The Price for the relevant services set out in Section 2.1 to be effective from 1 April each year shall be agreed in advance between the two parties on the basis of the principles for partnership working as set out at schedule A, as may be amended from time to time. A second-year estimate is provided at schedule B. In addition, either party shall be entitled to be reimbursed its reasonable disbursements actually and properly incurred in connection with the Services subject to production of receipts and documentation relating to them. If any law or regulatory requirements are brought into force after the date of this Agreement which increases the cost of the provision of the Services, the additional cost shall be borne by the other party.

2.8 'STRATEGIC VALUE' CONSIDERATION

The Strategic Value for the relevant services set out in Section 2.1 to be effective from 1 April each year shall be agreed in advance between the two parties. A first-year estimate is provided at schedule A. The Strategic Value shall be subject to six monthly comparison between the forecast levels agreed and the actual levels and where the variation is more than 15% shall be subject to appropriate adjustment, including identifying additional activities to be included in the services subject to the Strategic Value.

2.9 PAYMENT AND RECONCILIATION

Unless otherwise stated the Price (together with any disbursements incurred) shall be reconciled or payable (as appropriate) within 28 days of the end of the month in which the Services were provided and invoiced or itemised (as appropriate).

2.10 VALUE ADDED TAX

London TravelWatch shall pay to Transport Focus, and vice versa, in addition to the Price (only) a sum equal to the Value Added Tax at the prevailing rate thereon. Value Added Tax shall be shown as a separate item on each invoice.

2.11 TERMINATION

Termination of this Agreement shall be governed by the provisions of section 1.6 of the Collaboration Agreement and schedule F.

2.12 INTELLECTUAL PROPERTY RIGHTS

Subject to the rights of third parties and to the rights of Transport Focus and London TravelWatch arising otherwise than by virtue of this Agreement, all rights in the results of work undertaken by or on behalf of the parties for the purposes of this Agreement, including any data, reports, servicing schedules, drawings, specifications, designs, inventions or other material produced or acquired in the course of such work and copyright therein shall vest in and be the property of the originating party unless otherwise agreed in writing. Furthermore, each party grants to the other a general licence to use its intellectual property for the term of this Agreement (a) where necessary in pursuit of the delivery of the services as outlined in section 2.1 or (b) as otherwise agreed from time to time in writing.

2.13 PATENTS

All royalties, licence fees or similar expenses for the supply or use of any invention, process, drawing, model, plan or information in connection with the Agreement shall be deemed to have been included in the Price or Strategic Value only where the requirement for the same is known prior to the start of the Agreement.

2.14 PROVISION OF EQUIPMENT

Any equipment provided by either party for the purpose of this Agreement shall remain the property of that party and shall only be used for the purpose of carrying out this Agreement. The parties will reimburse each other for any loss or damage to the equipment (other than deterioration resulting from normal and proper use or wear and tear) caused by the actions of the other.

2.15 OCCUPATION OF PREMISES

Any land or premises (including temporary buildings, utilities and related services) made available to one party by the other in connection with or pursuant to the purpose and objectives set out in section 1.3 or the services as set out in section 2.1 is however out of scope of this Agreement **upon signature** and shall form the basis of either (a) a separate agreement between the parties or (b) a formally agreed amendment to this Agreement and / or the various schedules by way of concluding a licence to occupy such premises.

2.16 SUBCONTRACTING

Unless arrangements are in place at the beginning of this Agreement, the parties may only sub-contract the provision of the Services (in whole or in part) during the lifetime of this Agreement with the specific consent of the other party.

2.17 ASSIGNMENT

Neither party shall be entitled to assign its rights and obligations under this Agreement to any person during the lifetime of this Agreement without the specific consent of the other party.

2.18 NOVATION

Neither party shall be entitled to novate its rights and obligations under this Agreement to any person during the lifetime of this Agreement without the specific consent of the other party.

2.19 USE OF MATERIALS

The parties shall give due regard to environmental considerations throughout the carrying out of this Agreement, including the use of materials that are or can be recycled and materials that are proven to be environmentally safe.

2.20 DISPUTE RESOLUTION AND ARBITRATION

All disputes differences or questions between the parties with respect to any matter or thing arising out of or relating to this Agreement (except to the extent to which special provision for arbitration may be made elsewhere) shall prior to any reference to arbitration being made be referred to the Chairs of the parties who shall meet with a view to resolving the disagreement as soon as reasonably practicable. In the event of the disagreement not being resolved by the Chairs of the parties within one week of the matter being referred to them, the matter shall be referred to a joint Task Force of members of the Transport Focus and London TravelWatch Boards with a view to it being resolved by them as soon as reasonably practicable but in any event within one month of its first being referred to such persons for resolution.

All unresolved disputes differences or questions between the parties to this Agreement with respect to any matter or thing arising out of or relating to the Agreement (except to the extent to which special provision for arbitration may be made elsewhere), shall then be referred to arbitration in accordance with the provisions of the Arbitration Act 1996, or any statutory modification or re-enactment thereof for the time being in force.

2.21 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement shall have no rights under this Agreement. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

2.22 PROPERTY

The parties will reimburse each other for any loss or damage to property (other than deterioration resulting from normal and proper use or wear and tear) caused by the actions of the other.

2.23 LIMITATION ON LIABILITY

The total liability of the parties to each other in respect of any liability, loss or claim whatsoever which may arise as a result of their performance of the obligations under this Agreement shall, save for death and injury of any person resulting from the negligence of either party (for which no limit applies), shall not exceed the total price or strategic value (as appropriate) as specified in schedule B, and the parties hereby indemnify each other in this respect and to this extent. Appropriate insurance provision shall be maintained by the parties as agreed between them.

Neither party shall be liable to the other for any loss of profits, loss of revenue, loss of contract or for any indirect or consequential loss suffered by them or for any damages assessed against or paid by them to any third party arising out of its use, inability to use,

quality or performance of the Services provided by either party, even if the party concerned has been advised of the possibility of such loss or damages.

2.24 MEDIA RELATIONS

- 2.24.1 Neither party shall communicate with representatives of the general or technical press, radio, television or other communications media about the other unless specifically agreed with the other party or otherwise set out in the Protocols at schedule C.

2.25 USE AND DISCLOSURE OF DOCUMENTS, INFORMATION ETC

- 2.25.1 With the exception of any sensitive commercial data (which may be redacted or otherwise expunged) this agreement should be made publicly available by both parties in its entirety.
- 2.25.2 Any specifications, plans, drawings, or any other documents issued by or on behalf of either party for the purposes of this Agreement remain the property of that party unless mutually agreed otherwise.

2.26 FREEDOM OF INFORMATION

The parties acknowledge that both organisations are subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations and shall assist and cooperate with each other to enable them to comply with these information disclosure requirements.

2.27 DATA PROTECTION AND GENERAL DATA PROTECTION REGULATIONS

The parties shall ensure personal data managed and processed as part of this agreement is managed and processed in accordance with the Data Protection Act 2018 and the General Data Protection Regulations UK 2018. The responsibilities under the General data Protection Regulations 2018 are set out in Part 3.

2.28 FRAUD AND BRIBERY

As provider of services as specified in sections 2.1.1 and 2.1.2, Transport Focus shall take all reasonable steps to safeguard London TravelWatch's funding of this Agreement against fraud and bribery. Transport Focus shall notify the London TravelWatch Board immediately if it has reason to suspect that any fraud or bribery has occurred or is occurring or is likely to occur.

2.29 AGREEMENT MANAGEMENT AND PERFORMANCE REVIEW

- 2.29.1 Both parties shall address any enquiries about procedural, contractual or other matters in connection with the provision of the Services as may be made by the board of each party.
- 2.29.2 ~~(b)~~ The performance of both parties under this agreement based on the service objective of each part, shall be reviewed in September and May of each year by an executive team of both organisations and its conclusions reported to both Boards.

2.30 EFFECT OF EXPIRY OR TERMINATION

The parties undertake that they shall not knowingly do or omit to do anything which may adversely affect the ability of either of them to ensure an orderly transfer of responsibility of the Services.

2.31 AGREEMENT CAPACITY

The parties warrant that it has full power and authority to execute, deliver and perform its obligations under the Contract and there are no existing agreements or arrangements with third parties the terms of which prevent them from entering into this Agreement or would impede the performance of its obligations under it.

2.32 FORCE MAJEURE

If either party is prevented from performing any of its obligations under this Agreement by a Force Majeure Event then:

That party's obligations under the Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that the party is so prevented and any time limit for the performance of any obligation under the Agreement shall be extended for that period;

As soon as reasonably possible after commencement of the Force Majeure Event the affected party shall notify the other in writing of the occurrence of the Force Majeure Event, the date of commencement and an estimated duration of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement;

The affected party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under the Agreement and as soon as reasonably possible after the cessation of the Force Majeure Event it shall resume performance of its obligations under the Agreement and shall notify the other party in writing of the cessation of the Force Majeure Event.

For the avoidance of doubt, a Force Majeure Event is an event outside the control of the party which, notwithstanding the exercise of reasonable diligence and foresight, it was unable to prevent or overcome.

2.33 NO PARTNERSHIP

Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the parties.

2.34 NOTICES

Any notice, which expression includes any other communication whatsoever which falls to be given under these terms, shall be in writing and shall be sufficiently served if it is sent by ordinary first class pre-paid post or by electronic mail.

3. DATA PROCESSING AGREEMENT

3.1 BACKGROUND

- 3.1.1 The data discloser agrees to share the personal data with the data receiver in the European Economic Area (EEA) on terms set out in this Agreement.
- 3.1.2 The data receiver agrees to use the personal data within the EEA on the terms set out in this Agreement.
- 3.2.3 This Agreement sets out the circumstances where one controller discloses shared personal data to another controller or data processor. Either party can operate as a data discloser or as a data receiver and each party is both a data controller and data processor as appropriate to the type of personal data subject to transfer or sharing.
- 3.1.4 The Agreement operates so far as in the arrangements of processing Personal data and other commercially sensitive data to the extent of the relationship between the parties as set out in the Collaboration Agreement dated 18 February 2020.

3.2 PURPOSE AND SCOPE

- 3.2.1 The parties consider this data sharing initiative necessary for various purposes within the scope of the Collaboration Agreement and the Services as set out in Section 2.1. Data may be shared between both parties for the reasons set out below.

Consumer and related casework

- 3.2.2 Administration of cases raised by consumers in respect of a complaint or enquiry relating to the provision of transport services as defined by the appropriate statutes
- 3.2.3 Administration of cases raised by consumers under The Rail Ombudsman's dispute resolution process and effecting the Rail Ombudsman's function of a single-front door for Consumer disputes in the Rail Sector, always **noting**:
- The Rail Ombudsman operates a single front door for disputes which a Consumer raises and will transfer any out of scope disputes to Transport Focus and / or London TravelWatch
 - Transport Focus and / or London TravelWatch will refer any in-scope dispute which is raised directly with them by a consumer to the Rail Ombudsman.

- Reporting outcomes of cases and the use of complaint data to raise standards and improve customer service whereby such data will be in an anonymised format where applicable before being used for this purpose.

3.2.4 A disclosure under the Freedom of Information Act 2000

3.2.5 A disclosure under the rights established in the Data Protection Act 2018

3.2.6 For the avoidance of doubt, where consumer and related casework is managed by London TravelWatch on behalf of Transport Focus, Transport Focus and London TravelWatch are both joint data controllers and joint data processors.

Human resource management and payroll

3.2.6 Details relating to a persons employment, including but not limited to applications, leave, terms of employment, performance management, and termination, including any disciplinary action

3.2.7 Information required under money laundering statutes or regulations or necessary to verify nationality, residency status, other employment, or home address

3.2.8 Information required for the purposes of paying remuneration or compensation by whatever means necessary; such information may be divulged to a third party payroll or pension provider as necessary.

3.2.9 For the avoidance of doubt, where human resource management and payroll functions are managed by Transport Focus on behalf of London TravelWatch, Transport Focus and London TravelWatch are both joint data controllers and joint data processors.

Other

3.2.10 Information required by either board (or subsidiary board) in pursuit of any statutory or legal duties

3.2.11 Information required by an insurance provider

3.2.12 Information required by the police or other authority, an auditor appointed via statute, or accredited provider of internal audit services under the provisions of and within the meaning of the Bribery and Corruption Act 2010

3.2.13 Information needing to be disclosed in confidence in connection with legal proceedings (including prospective legal proceedings), for the obtaining of legal advice or as is otherwise necessary for the purpose of establishing, exercising or defending legal rights.

3.2.14 Information required in pursuit of essential stakeholder, public affairs, media and communications activities.

3.2.15 For the avoidance of doubt, where information is shared as described in section 3.2.10 – 3.2.14 above Transport Focus or London TravelWatch may be either the data controller or data processor, and shall ensure that, on a case by case basis, both parties understand their proper role.

3.3 PROCESSING OF PERSONAL DATA

The parties shall not process personal data covered by this Agreement in any way that is incompatible with the purposes described above unless required to do so by law.

3.4 AGREEMENT MANAGEMENT

Each party shall appoint a single point of contact who will work together to reach an agreement with regards any issues arising from the data sharing and to improve its effectiveness. The points of contact for each party are, for the time being:

- London TravelWatch: Richard Freeston-Clough
- Transport Focus: Jon Carter

3.5 COMPLIANCE WITH RELEVANT LEGISLATION

3.5.1 Both parties will ensure continued compliance with all relevant legislation for the purposes of this Agreement.

3.5.2 In the event that the data protection laws or approach to compliance within the United Kingdom conflicts with the requirements of data protection laws outside of the EEA then the law with the stricter requirements to the protection of data protection will apply. Within the EEA, the laws of England and Wales shall apply to the terms of this agreement.

3.5.3 Each party named within this agreement must hold a valid registration with the national Data Protection Authority. Within England and Wales this is the Information Commissioners Office (ICO). This registration shall be in place by the time that the data sharing is stated to commence and covers the intended data sharing pursuant to this Agreement, unless an exemption applies. The details are as follows:

- London TravelWatch: ZA359444
- Transport Focus: Z9171370

3.6 OBLIGATIONS OF THE PARTIES

- 3.6.1 The parties agree that they shall each give full and proper instructions to each other as necessary to enable then each to comply with their obligations set out in this Agreement.
- 3.6.2 Each party will provide sufficient guarantees in respect of the data protection principles under the relevant legislation and that they have put in place appropriate technical and organisational security measures and that such measures:
- (a) protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing; and
 - (b) offer a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation; and
 - (c) meet the requirements of the relevant legislation and ensure the protection of the rights and freedoms of the data subjects
- 3.6.3 The parties will treat the personal data, and any other information provided by the other party as confidential, and will ensure that access to the personal data is limited to only those employees who need to access it for the purpose of complying with this Agreement. Further that each party shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.6.4 Save as set out in clause 3.7, neither party will disclose the personal data to a third party in any circumstances without the permission of the other party, unless the disclosure is required by law, or is required for the purposes of this Agreement or in connection with legal proceedings (including prospective legal proceedings), for obtaining legal advice or as is otherwise necessary for the purposes of exercising or defending a legal right.
- 3.6.5 Neither party will knowingly or wilfully do or omit to do anything that would cause the other party to be in breach of the relevant legislation.
- 3.6.6 Neither Party will further sub-contract any of the processing other than that which is recognised at the commencement of this agreement without the explicit written consent of the other party and where such written consent is provided, each party will

ensure that any sub-contractor it uses to process the personal data will comply with the terms of this Agreement and the provisions of the relevant legislation. At the commencement of this agreement sub-contracted processing is recognised as being:

Transport Focus: Processing of incoming calls, emails and written correspondence by Ventrica Ltd, 4th & 5th Floor, Tylers House, Southend-on-Sea, Essex SS1 2BB

London TravelWatch: None

3.7 SHARED PERSONAL DATA

- 3.7.1 Description of data includes the data which from time to time may be required to fulfil the purpose including, personal data and special categories of personal data.
- 3.7.2 The personal data being shared under this agreement must be relevant for the purposes of sharing as outlined in this Agreement and not excessive.
- 3.7.3 In pursuit of the purpose and terms of this agreement, both parties shall collaborate in the Joint Information Strategy Group which shall ensure, through its quarterly meetings and work programme, personal and other information assets are accurately identified and mapped, assessed for risk, the lawful basis of processing is properly established, data incidents (and breaches, where they occur) are properly managed in line with the response plan at schedule G, and good practice in data management shared and exploited.

3.8 FAIR AND LAWFUL PROCESSING

- 3.8.1 Each party shall ensure that the personal data to be shared as outlined by this Agreement will be processed fairly and lawfully.
- 3.8.2 Each party shall ensure that the personal data subject of this Agreement will only be processed in accordance with one or more of the following legal grounds:
 - The data subject has unambiguously given his or her consent for one or more specified purposes;
 - processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract;
 - processing is necessary for compliance with a legal obligation to which the parties are subject, other than an obligation imposed by contract;

- processing is necessary in order to protect the vital interests of the data subject;
- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the parties;
- processing is necessary for the purposes of the legitimate interests pursued by the parties except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the data subject.

3.8.3 In respect of any special categories of personal data being shared the following lawful basis for processing have been identified:

- the data subject has given his explicit consent to the processing of the special categories of personal data;
- processing is necessary for the purposes of exercising or performing any right or obligation which is conferred or imposed by law on the data controller in connection with employment;
- processing is necessary to protect the vital interest of the data subject OR of another person where the data subject is physically or legally incapable of giving his or her consent or the data discloser cannot reasonably be expected to obtain the data subject's consent;
- processing relates to data which have been made public as a result of steps taken by the data subject
- processing is for the purpose of or in connection with legal proceedings (including prospective legal proceedings), for the obtaining legal advice or is otherwise necessary for the purpose of establishing, exercising or defending legal rights;
- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the parties;
- processing is necessary for the purposes of preventing fraud;
- processing is necessary for the purposes of preventing fraud and disclosed by an unincorporated organisation, body corporate or another person which enables or

facilities any sharing of information to prevent fraud or a particular kind of fraud or which has any of these functions as its purpose or one of its purposes;

- processing is for medical purposes and is undertaken by a health professional or a person who owes a duty of confidentiality equivalent to that of a health professional;
- processing relates to racial or ethnic origin and is necessary to review the existence or absence of equality of opportunity or treatment with a view to enabling such equality to be promoted or maintained.

3.8.4 The data disclosers shall ensure that their privacy notices are clear and provide sufficient information to all data subjects in accordance with the relevant legislation so they can understand what of the personal data being supplied to The data discloser will be shared with the data receiver and why. This will include the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of UK GDPR.

3.8.5 The data receiver shall undertake to ensure its respective privacy notices are maintained to include reference to the Data Controllers and Data Processors in respect of the personal data obtained by the data receiver and to inform the data subjects, in accordance with the Relevant legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 14 of the UK GDPR.

3.9 DATA QUALITY

3.9.1 The parties shall share data on the basis that it is accurate and up to date, unless data is being shared in pursuit of this purpose.

3.9.2 The Parties confirm they have in place secure means of disposing of and storing retained data in conformity with the provisions and spirit of the relevant legislation..

3.9.3 Both parties will work together to find and resolve any errors or issues which arise relating to compatibility of processing, reporting or quality.

3.9.4 The data discloser shall ensure that the information to be shared is accurate to the best of their knowledge and undertake to ensure any inaccuracies are reported to the data receiver upon notification of this from the data Subject and, where reasonably possible, corrected.

3.10 DATA SUBJECTS' RIGHTS

3.10.1 The rights of data subjects are not affected by this agreement.

3.10.2 Data subjects have the right to obtain information held about themselves and the processing of their personal data in accordance with the rights under the relevant legislation. Data subjects may also request erasure, rectification or any other right afforded to them under the applicable relevant legislation.

3.10.3 When a data subject access request or other request exercising the data subject's rights under the Relevant legislation (right to erasure, rectification, restriction or objection) is received for personal data processed under the terms of this agreement or where the parties are required to respond to any investigation conducted by the Information Commissioner as a result, then the parties will co-operate with each other and provide such assistance as is reasonably required to ensure the other party comply with requests from data subjects to exercise their rights under the relevant legislation within the time limits it imposes.

3.10.4 Both parties will respond to these requests in accordance with the relevant laws and understand that such disclosures may include data shared under this Agreement.

3.11 DATA RETENTION AND DELETION

3.11.1 Neither party shall retain personal data shared under this Agreement for longer than is necessary for the purposes outlined in this Agreement.

3.11.2 Notwithstanding this, personal data shared under this Agreement shall be retained for any statutory or professional retention periods applicable.

3.11.3 The data receiver shall ensure that any Personal data is destroyed in the following circumstances:

- On termination of the Agreement
- Once processing is no longer necessary for the purposes it was shared for

3.12 TRANSFERS

No personal data shall be transferred outwith the EEA without the specific agreement of both parties. In the event of such an agreement, the parties agree that the transfer of

any shared personal data to any third party outside of the EEA shall be in accordance with the relevant legislation and will ensure that:

- the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the UK GDPR;
- there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or
- one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.

3.13 SECURITY AND TRAINING

3.13.1 Each party will ensure they have the policies and procedures in place to ensure compliance with the relevant legislation and emerging good practice.

3.13.2 Each party will ensure a level of security that is appropriate to the harm that could result from a security breach and the nature of the personal data to be protected.

3.14 SECURITY BREACHES AND REPORTING

3.14.1 Both parties will adhere to the Joint Data Incident and Breach Reporting Guidelines as set out in Schedule G.

3.14.2 The parties shall each comply with its obligation to report a data breach to the Data Protection Authority and (where applicable) to the data subject (s) under Article 33 of the UK GDPR.

3.14.3 The parties agree to provide reasonable assistance to each other in the handling of any personal data incident or breach, where applicable.

3.14.4 In the event of an action brought by the data subject (s) in response to a data incident or breach, the Parties agree to co-operate and acknowledge that a claim may be brought against either party in their capacity of data controller and/or data processor and liability will be determined on a case by case basis dependent upon the cause of the data incident or breach.

3.15 DURATION AND TERMINATION OF AGREEMENT

Termination of this Agreement shall be governed by the provisions of section 1.6 of the Collaboration Agreement and schedule F.

3.16 RESOLUTION OF DISPUTES

- 3.16.1 Neither party will knowingly or wilfully do or omit to do anything that would cause the other party to be in breach of the relevant legislation.
- 3.16.2 In the event of a dispute or claim brought by a data subject or the Data Protection Authority concerning the processing of shared personal data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- 3.16.3 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Data Protection Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 3.16.4 Each party shall abide by a decision of a competent court of the data discloser's country of establishment or of the Data Protection Authority which is final and against which any further appeal may not be possible.

3.17 WARRANTIES

Each party warrants and undertakes that it will:

- process the shared personal data in compliance with all relevant legislation, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations.
- Respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Data Protection Authority in relation to the shared personal data.
- Respond to requests by data subjects in accordance with the relevant legislation.
- Where applicable, maintain registration with all relevant Data Protection Authorities to process all shared personal data for the purposes outlined within this Agreement.
- Take all appropriate steps to ensure compliance with the security measures set out in this Agreement.

- The data discloser warrants and undertakes that it will take all reasonable steps to ensure that shared personal data is accurate.
- Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law

3.18 INDEMNITY

The data discloser and data receiver undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under those set out in the clause concerning Limitation of Liability.

3.19 LIMITATION OF LIABILITY

The total liability of the parties to each other in respect of any liability, loss or claim whatsoever which may arise as a result of their performance of the obligations under this Agreement shall, save for death and injury of any person resulting from the negligence of either party (for which no limit applies), not exceed the total price or strategic value as is specified in schedule B.

Neither party shall be liable to the other for any loss of profits, loss of revenue, loss of contract or for any indirect or consequential loss suffered by them or for any damages assessed against or paid by them to any third party arising out of its use, inability to use, quality or performance of the Services provided by either party, even if the party concerned has been advised of the possibility of such loss or damages.

3.20 THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall have no rights under this Agreement. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the relevant legislation

3.21 DIRECT MARKETING

- 3.21.1 Neither party shall use the shared personal data for the purposes of direct marketing without the explicit agreement of the other; in such circumstances, each party shall ensure that:

- Effective procedures are in place to allow the data subject to "opt-out" from having their shared personal data used for such direct marketing purposes; and
- The appropriate and explicit consent has been obtained from the relevant data subjects to allow the shared data to be used for the purposes of direct marketing.

3.22 VARIATION

No variation to this Agreement shall be considered valid unless in writing and signed by both parties.

3.23 CHANGES TO THE LAW

In such a case where the relevant legislation changes and this results in the Agreement no longer being adequate for the purpose for which it was entered, the parties to agree to negotiate amendments in good faith in light of the changes.

3.24 NO PARTNERSHIP

Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the parties.

3.25 FORCE MAJURE

If either party is prevented from performing any of its obligations under this Agreement by a Force Majeure Event then:

That party's obligations under the Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that the party is so prevented and any time limit for the performance of any obligation under the Agreement shall be extended for that period;

As soon as reasonably possible after commencement of the Force Majeure Event the affected party shall notify the other in writing of the occurrence of the Force Majeure Event, the date of commencement and an estimated duration of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement;

The affected party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under the Agreement and as soon as reasonably possible after the cessation of the Force Majeure Event it shall resume performance of its obligations under the Agreement and shall notify the other party in writing of the cessation of the Force Majeure Event.

For the avoidance of doubt, a Force Majeure Event is an event outside the control of the party which, notwithstanding the exercise of reasonable diligence and foresight, it was unable to prevent or overcome.

4 Definitions

1. Definitions relating to the Service Agreement

- "The Agreement" means the whole shared services agreement concluded between Transport Focus and London TravelWatch including any objectives, scope, conditions, principles, caveats or other arrangements which may be specified in section 2.
- "Consideration" means the method of settling of costs between the parties as arise under this Agreement which may either be "price" or "strategic value".
- " Price" means the sum in GBP specified as such in the Agreement, and agreed in advance
- "Strategic Value" which, in line with the intention for a closer working relationship, is where each organisation provides agreed services for both organisations, as set out in Section 2.1, requiring approximately equivalent levels of staff time, having regard to the principles of partnership working as set out at schedule A.
- "Loss" includes destruction.
- "Month" means calendar month unless otherwise defined.
- "The Services" means all Services which the parties are required to carry out under the Agreement and which are specified therein.
- "Sub-Contractor" means any person, firm or company appointed at any time by Transport to perform work or provide services and/or supply goods in connection with the provision of the Services.
- The headings of these Conditions shall not affect the interpretation thereof.

- Unless the context otherwise requires the reference to one gender shall include a reference to all genders.
- The singular includes the plural and vice versa.
- Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
- “Joint Task Force” means a group of Transport Focus and London TravelWatch board members, including the Joint Chief Executive and supported by the Transport Focus Head of Board and Governance and the Director, London TravelWatch, which may be convened by the Chairs of both organisations for a specific purpose from time to time or, as they jointly determine, on a standing basis, with or without specific terms of reference.
- “Provider contact” and “Client contact” mean those individuals best placed to give effect to the provisions of this Agreement at signing; they may be changed or updated by the Joint Chief Executive during the term of this Agreement as circumstances dictate.
- **2. Definitions relating to the Data Sharing Agreement**
 - “The Agreement” means the data sharing agreement, which is a free-standing document that does not incorporate other commercial terms between the parties; but which is informed by the contractual relationship in so far as the nature of personal and other data to be shared is concerned.
 - “The data discloser” means the party disclosing personal data to the data receiver.
 - “The Data Protection Authority” means within the United Kingdom of Great Britain and Northern Ireland the Information Commissioner’s Office (ICO)
 - “The data receiver” means the party receiving personal data from the data discloser.
 - “The data subject” means any living individual whose personal data is the subject of this agreement.

- “Data breach” means any breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data.
- "Personal data" means any information relating to an identified or identifiable living person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. This will include information submitted from the Data Subject pertaining to their claim and which shall include their name, address, telephone number, email address and any biographical or other identifiable personal data, including any expressions of opinion or intent.
- “Special categories of personal data” means information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health or condition, sexual life or sexual orientation, genetic data and biometric data that can, or may be, identified with a data subject.
- “Relevant legislation” means any applicable laws, decisions, binding and non-binding codes of practice and guidance of a competent institution supervising or regulating data protection including, including the General Data Protection Regulation (EU) 2018/679 (as incorporated into UK law by the Data Protection Act 2018), and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended by the Data Protection, Privacy and Electronic Communications (EU Exit) Regulations effective 31 January 2020), including any supplemental statutory change or re-enactment thereof.
- “Technical and organisational security measures” means measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing.
- Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.
- A reference to a statute or statutory provision will also include all subordinate legislation.
- Unless the context otherwise requires the reference to one gender shall include a reference to all genders.

SCHEDULES

SCHEDULE A: PRINCIPLES FOR PARTNERSHIP WORKING

In the spirit of partnership working it is anticipated that both London TravelWatch and Transport Focus will receive equal benefit from the shared service arrangements so resources (staff hours) will be shared in delivering these services rather than entering a formal recharging arrangement.

The underlying approach to this arrangement is one of achieving overall balanced best value for the transport user and the taxpayer, via its inputs and outcomes. In this respect:

1. time should be budgeted, not just incurred, and budgeted to balance over a reporting year to the greatest possible extent;
2. assumptions used for resource planning will initially, and thereafter periodically, validated;
3. hours forming part of the reconciliation should not be broken down by pay grade but assumed to be of a reasonable uniform benefit, taking account of the range of roles and responsibilities of the staff members concerned;
4. a formal review (and reconciliation if necessary) assumptions and resourcing should take place after six months, and every six months thereafter. Where an imbalance is identified, it should be put to work to deliver best value by identifying additional benefits like access to additional insight analysis or policy advice for the appropriate organisation;
5. quality / performance measures should be set out in the shared services agreement;
6. Quarterly monitoring of time recording will take place for staff providing shared services (via 10,000 ft or any such time recording system in use by Transport Focus) and for case volume information (via data from the customer service centre)
7. other costs, where they occur, including those in respect of the joint chief executive, as pre-agreed, would be invoiced and settled in the normal way;
8. for purposes of transparency, both organisations should disclose this arrangement and, excepting any commercially sensitive data, provide underlying details of it in their respective annual reports.

SCHEDULE B: STRATEGIC VALUE AND PRICING 2021-22

Strategic Value

| Service section | Transport Focus - time related to LONDON TRAVELWATCH activities | LONDON TRAVELWATCH time related to Transport Focus activities |
|-------------------------------------|---|---|
| | Estimated annual resource (hours) | Estimated annual resource (hours) |
| Corporate services (staff time) | 940 | |
| Corporate services (non-staff time) | 254 | |
| Director, London | | 85 |
| Corporate Governance 1 (staff time) | - | |
| Corporate Governance 2 | | - |
| Casework (staff time) | | 2527 |
| Casework (non-staff time) | 975 | |
| Estimated totals | 2,169 | 2,612 |

Note: any difference in the resource (hours) utilised in favour of one party will be available to deliver additional value activities from the other party subject to mutual agreement

Price

| Service section | Transport Focus charges to LONDON TRAVELWATCH | | | LONDON TRAVELWATCH charges to Transport Focus | | |
|------------------------------|---|---------------------|---------------------|---|---------------------|---------------------|
| | Net annual charge | VAT (if applicable) | Total annual charge | Net annual charge | VAT (if applicable) | Total annual charge |
| Chief executive ¹ | 13,093 | 2,618 | 15,711 | | | |
| Safety Advice | | | | - | - | - |
| | | | | | | |
| Total | 13,093 | 2,618 | 15,711 | - | - | - |

¹ Charges are from 1 April 2021 until 31 December 2021

SCHEDULE C: PROTOCOLS

(1) Pre-agreed protocols relating to the substantive second term of this Collaboration Agreement

- (b) The right of both parties to publish or comment on an issue in a different way where the geographic or other interests differ is reserved
- (c) The finances of the two organisations are to be kept separate
- (d) Appropriate records are to be kept to ensure that staff time can be accounted for to funders
- (h) A further protocol may be agreed to determine which areas of published work should be covered by joint branding, and which individual.
- (i) A review will take place after six months and at least every six months thereafter.

(2) Protocols proposed and agreed during the substantive term of these Agreements

Changes made in December 2021 taking effect on 1 January 2022

Removed from part 1:

- (a) Anthony Smith, the Chief Executive of Transport Focus remains the joint chief executive of both organisations
- (f) A reporting structure and protocol should be agreed for any policy areas when there is a conflict or difference of views; but in the first instance the relevant chair(s) should be consulted for advice
- (g) If there are any differences of approach which cannot easily be resolved, that the joint chief executive will liaise directly with the chair of London TravelWatch (to avoid the London TravelWatch director being pulled in different directions)

New provisions

- (j) The Transport Focus Chief Executive and LTW Director will collaborate regularly to ensure the remaining aims and principles of the Collaboration Agreement are met and regularly reviewed
- (k) The Collaboration Agreement Review Group (CARGO) (which for purposes of Transport Focus governance has been established as a subsidiary body of its Management Team but which also includes the LTW Director) shall meet no less than six monthly to review this Agreement and propose changes as required.

**SCHEDULE D: FRAMEWORK AGREEMENT BETWEEN TRANSPORT FOCUS AND THE
DEPARTMENT FOR TRANSPORT**

[provided separately]

**SCHEDULE E: MEMORANDUM OF UNDERSTANDING BETWEEN LONDON
TRAVELWATCH AND THE LONDON ASSEMBLY TRANSPORT COMMITTEE**

[provided separately]

SCHEDULE F: TERMINATION PROVISIONS

- 1 Either party may give six months' notice to terminate the Agreements. Such termination shall be without prejudice to the rights of the parties accrued to the date of determination, but subject to the operation of the following provisions.
- 2 In the event of such notice being given the parties shall at any time before the expiration of the notice be entitled to exercise and shall as soon as may be reasonably practicable within that period exercise such of the following powers as it considers expedient:
 - to direct a party, where work has not been commenced, to refrain from commencing work;
 - to direct a party to complete in accordance with the Agreement all or any of the Services, or any part of component thereof, which shall be paid for at a fair and reasonable price.
- 3 The parties acknowledge that they may need to terminate any Sub-contract which may have been entered into in connection with the Services. They will use reasonable endeavours to mitigate the effects of termination on the Sub-contract but the parties will remain liable for any costs which ensue from performance of and termination of the Sub-contract.
- 4 The Agreements may be terminated summarily by giving notice to the other party upon the occurrence of any of the following events:
 - (a) a party commits a material breach of any term of the Collaboration Agreement and associated agreements and (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;
 - (b) a party repeatedly breaches any of the terms of the Collaboration Agreement and associated agreements in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms therein;
 - (c) a party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (d) a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation.

- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of a party other than for the sole purpose of a scheme for a solvent amalgamation of the party with one or more other companies or the solvent reconstruction of the party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over a party;
- (g) the holder of a qualifying floating charge over the assets of a party has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of a party or a receiver is appointed over the assets of a party;
- (i) a creditor or encumbrancer of a party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to a party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- (k) a party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (l) any warranty given by a party is found to be untrue or misleading;
- (m) a party suspends or ceases, or is likely to suspend or cease, to carry on all or a substantial part of its business, by a force majeure event that causes a material detrimental impact on the other party and for which mitigating or resolving issues cannot be put in place to the satisfaction of the affected party within a period of three months.

SCHEDULE G: JOINT DATA INCIDENT AND BREACH GUIDELINES

Reporting incidents whereby personal data has been or may have been disclosed by mistake is a key responsibility of all information asset owners and management team members.

In pursuit of our culture of openness and recognising that mistakes sometimes happen, all staff are reminded that it is far better to report a breach or potential breach of policy or process immediately and fully rather than try to pretend it never happened, cover it up or forget about it. The real test of any organisation is not that mistakes happen, but how mistakes are dealt with. Data breaches can only be dealt with effectively and with minimum impact to those affected if we are geared up to respond to them, and we swing into action if and when they happen.

An 'incident' may be a breach of personal data; the point is to determine whether that is the case or not, to take appropriate action, and to record details of any action.

What is a personal data breach?




A personal data breach can be broadly defined as a security incident that has affected the confidentiality, integrity or availability of personal data. In short, there will be a personal data breach whenever any personal data is lost, destroyed, corrupted or disclosed; if someone accesses the data or passes it on without proper authorisation; or if the data is made unavailable, for example, when it has been encrypted by ransomware, or accidentally lost or destroyed.

Recital 87 of the UK GDPR makes clear that when a security incident takes place, you should quickly establish whether a personal data breach has occurred and, if so, promptly take steps to address it, including telling the ICO if required.

Personal data breaches can include:

- access by an unauthorised third party;
- deliberate or accidental action (or inaction) by a controller or processor;
- sending personal data to an incorrect recipient;
- computing devices containing personal data being lost or stolen;
- alteration of personal data without permission; and
- loss of availability of personal data.

What is the process?

| Steps | Notes |
|---|---|
| <p>An incident occurs and is reported to the appropriate Information Asset Owner (IAO)* immediately. The IAO gathers the facts of the incident.</p> <p>The IAO ensures all the facts of the incident are set out in an email to the SIRO (or SIAO if not available) and their line manager (if the head of team is not the IAO) requesting an urgent meeting or conference call next day.</p> | INCIDENT SAME DAY |
|  | |
| <p>The meeting or conference call determines if there has been a breach of personal data, based on the definitions provided above.</p> | INCIDENT + 24 HOURS MAX |
| <ul style="list-style-type: none"> if NOT, any entry is made in the incident log and no further action is necessary | See Annex 1 |
| <ul style="list-style-type: none"> if YES, a risk assessment must be carried out based on severity and likelihood. A breach can have a range of adverse effects on individuals, which include emotional distress, and physical and material damage. Some personal data breaches will not lead to risks beyond possible inconvenience to those who need the data to do their job. Other breaches can significantly affect individuals whose personal data has been compromised. We need to assess this case by case, looking at all relevant factors. In assessing risk to rights and freedoms, it's important to focus on the potential negative consequences for individuals. The risk assessment will enable us to develop a containment and mitigation plan, which must be developed for implementation the next day at the latest. The plan must include resourcing | <p>At this point, the Data Protection Officer must be informed and advice sought.</p> |
|  | |
| <p>The containment, mitigation, documentation and filing plan must be implemented.</p> | INCIDENT + 48 HOURS MAX See Annex 2 |
|  | |
| ICO filing | INCIDENT + 72 HOURS MAX |

Risk Assessment

This is based on Transport Focus' s standard approach to managing risk.

- (a) first, identify the severity of the breach based on individuals ('data subjects') rights and freedoms under UK GDPR, if the breach was uncontained.
- (b) second, determine how likely it is that, based on the circumstances of the breach, these freedoms and rights may have been compromised

The following table illustrates how severity and likelihood may be determined:

| Level | Severity | Likelihood |
|-------|---------------|----------------|
| 1 | Insignificant | Rare |
| 2 | Minor | Unlikely |
| 3 | Moderate | Possible |
| 4 | Major | Likely |
| 5 | Catastrophic | Almost certain |

- (c) compute and determine impact

| | | | | |
|---------------|----------|-----------------|----------|-------------------|
| IMPACT | = | SEVERITY | X | LIKELIHOOD |
|---------------|----------|-----------------|----------|-------------------|

| | | | | | | |
|-------------------|---|---|----|----|----|----|
| <i>Severity</i> | 5 | 5 | 10 | 15 | 20 | 25 |
| | 4 | 4 | 8 | 12 | 16 | 20 |
| | 3 | 3 | 6 | 9 | 12 | 15 |
| | 2 | 2 | 4 | 6 | 8 | 10 |
| | 1 | 1 | 2 | 3 | 4 | 5 |
| | | 1 | 2 | 3 | 4 | 5 |
| <i>Likelihood</i> | | | | | | |

Containment, mitigation, documentation and filing plan (CoMDoFP)

The Plan has 5 distinct sections; a template is attached to this section which is available on Connect.

Section 1: nature of data breach

Include relevant facts. Responsible IAO and team manager (if different).
Summary of risk assessment and **determination of impact level**.

Section 2: containment.

What have we done / need to do now to ensure the breach is contained and any data leakage is stopped or, if possible, data is recaptured, restored, reclaimed, salvaged or repossessed?

Section 3: mitigation

Contacting individuals / data subjects effected by the breach

If the breach risk assessment has resulted in **medium or high** risk to the rights and freedoms of individuals, we must inform those concerned directly and without undue delay. In other words, this should take place as soon as possible. One of the main reasons for informing individuals is to help them take steps to protect themselves from the effects of a breach.

What information must we provide to individuals when telling them about a breach?

We must describe, in clear and plain language, the nature of the personal data breach, and:

- the name and contact details of your data protection officer or other contact point where more information can be obtained;
- a description of the likely consequences of the personal data breach; and
- a description of the measures taken, or proposed to be taken, to deal with the personal data breach and including, where appropriate, of the measures taken to mitigate any possible adverse effects.

Section 4: documentation and internal review

Article 33(5) requires us to document the facts relating to the breach, its effects and the remedial action taken. This is part of our overall obligation to comply with the accountability principle, and allows us to verify our compliance with our notification duties under the UK GDPR.

As with any security incident, we should investigate whether or not the breach was a result of human error or a systemic issue and see how a recurrence can be prevented – whether this is through better processes, further training or other corrective steps.

The CMDP template has been developed to ensure it captures all the necessary information required by Article 33(5) and, following its passage through ISG and ARARC, is stored on a joint accessible library.

Section 5: breach notification to ICO?

This section records when and how the ICO has been notified.

When reporting a breach, the UK GDPR says we must provide:

- a description of the nature of the personal data breach including, where possible:
 - the categories and approximate number of individuals concerned; and
 - the categories and approximate number of personal data records concerned;
- the name and contact details of the data protection officer (if your organisation has one) or other contact point where more information can be obtained;
- a description of the likely consequences of the personal data breach; and
- a description of the measures taken, or proposed to be taken, to deal with the personal data breach, including, where appropriate, the measures taken to mitigate any possible adverse effects.

What if we don't have all the required information available yet?

The UK GDPR recognises that it will not always be possible to investigate a breach fully within 72 hours to understand exactly what has happened and what needs to be done to mitigate it. Article 34(4) allows us to provide the required information in phases, as long as this is done without undue further delay. ICO however expects controllers to prioritise the investigation, give it adequate resources, and expedite it urgently. We must still notify them of the breach when we become aware of it and submit further information as soon as possible. If you know you won't be able to provide full details within 72 hours, it is a good idea to explain the delay to us and tell us when you expect to submit more information.

Finally...

The materiality threshold for notifying **individuals** and the **ICO** is different, which is confusing and unhelpful. This means we can notify ICO without notifying individuals, which frankly is the wrong way around. The parties therefore apply a **unified threshold** based on the risk assessment impact conclusion.

Memorandum of Understanding between the Greater London Authority and London TravelWatch¹ (Revised ~~February 2020~~ January 2022)

Contents

1. **Introduction**
2. **Support and assistance from the GLA**
3. **Liaison and co-ordination**
 - Relationship
 - Urgency
4. **London TravelWatch Board appointments**
5. **Operation of the London TravelWatch Board and its interaction with the GLA**
 - London TravelWatch Board meetings
 - Sharing information
 - Guidance and directions
6. **Staffing of London TravelWatch**
 - The staffing establishment of London TravelWatch
7. **Finance and performance**
 - Members' and staff salaries and expenses
 - Budget process and business plan
 - Virements
 - Accounts
 - Complaints from members of the public
 - Annual report
 - Performance management and reporting
8. **Amending this Memorandum**

Appendices

- A Summary of statutory provisions
- B Protocol for the appointment of board members
- C Protocol for the recruitment and employment of staff
- D Protocol for accounts and financial procedures

¹ London TravelWatch is the operating name of the London Transport Users Committee

1. Introduction

- 1.1 This Memorandum of Understanding has been agreed between the London Assembly's Transport Committee (acting on behalf of the London Assembly) and the London TravelWatch Board, and may be amended from time to time in accordance with paragraph 8.1 below. It cannot override any of the requirements of the GLA Act or any other relevant legislation. (A summary of statutory provisions is set out at Appendix A)
- 1.2 The aim of this Memorandum is to establish a clear and transparent basis upon which the Transport Committee, the Greater London Authority and London TravelWatch will work and interact with each other.
- 1.3 To this end, the Transport Committee and London TravelWatch:
 - Recognise their shared and common interest in ensuring the best possible outcomes for London's travelling public
 - Will develop and maintain an open and constructive working relationship
 - Agree that London TravelWatch will seek to provide a useful and positive resource for the Assembly within the strategic framework that the Transport Committee sets, notwithstanding London TravelWatch's need to maintain independence from transport operators and providers and their reserved right to provide the transport users' voice regardless of any differences of policy
 - Will adopt a "no surprises" policy based on telling each other well in advance, where possible, of significant announcements and developments that have a bearing on their common interest.

2. Support and assistance from the GLA

- 2.1 Where there is no conflict of interest, after consideration by the GLA Executive Director of Secretariat, who may take legal advice, the Secretariat, Finance and Human Resources & Organisational Development departments of the core GLA may on request provide assistance to London TravelWatch.

3. Liaison and co-ordination

- 3.1 Generally, but not exclusively, the protocol shall be for communication to be conducted between the Chairs (or their designated representatives) or between the officers of the two bodies. Nothing shall be regarded as the formal position of either body unless it is ratified as necessary and confirmed in writing.
- 3.2 The Chairs of both the Transport Committee and the London TravelWatch Board will meet on a regular basis (at least quarterly) to discuss the progress of their respective work programmes and other matters of common interest. Likewise, the Executive Director of the Secretariat will meet with the Chief Executive and Director of London TravelWatch on a similar basis.
- 3.3 Lead Policy and Scrutiny officers will be identified from within both organisations for day to day liaison. Meeting dates will be set up at the start of each municipal year, following agreement of the Committee's meeting schedule.

- 3.4 Systematic joint working between the officers of both bodies will monitor progress and developments, and identify further opportunities for London TravelWatch to contribute to the Transport Committee's work programme.
- 3.5 London TravelWatch will make 6 monthly appearances before the Transport Committee, one for an update and one to approve the budget and business plan submission.

Urgency

- 3.5 Where anything in this Memorandum of Understanding requires the consideration, agreement or approval of the Transport Committee, or involves an urgent response to a major incident, but the matter is of such urgency that it cannot wait for a meeting of that Committee, the Chair of London TravelWatch Board will refer the matter to the Chair of the Committee in writing, copied to the Chief Executive of London TravelWatch and the GLA's Executive Director of Secretariat, giving a short explanation of the decision required and why it is urgent.

4. London TravelWatch Board appointments

The establishment of London TravelWatch Board

- 4.1 Transport Committee will determine how many members (not more than 24 and currently 6 plus a Chair) will comprise the London TravelWatch Board².
- 4.2 Transport Committee will not change the membership size of the London TravelWatch Board without first having consulted with the Chair of the London TravelWatch Board.
- 4.3 Procedures for the recruitment and appointment of the Chair and other members of the London TravelWatch Board have been set by the Transport Committee in accordance with the protocol attached as Appendix B and, before any change is proposed, there will be prior consultation with the Chair of the London TravelWatch Board and its Chief Executive.
- 4.4 To ensure continuity the appointment of new members will normally be phased so that the terms of office of no more than half of the membership of the Board will finish at the same time
- 4.5 In the event that this normal phasing of appointments is broken the Transport Committee will consult with the Chair of the London TravelWatch Board to agree what action should be taken to recover the situation during the following three years.
- 4.6 Where vacancies occur the Transport Committee will take steps to make a replacement appointment as quickly as possible.

² The GLA Act 1999 s 247(2)

5. Operation of the London TravelWatch Board and interaction with the GLA

London TravelWatch Board meetings

- 5.1 The London TravelWatch Board should operate as a strategic body and will programme meetings throughout the year, giving directions and guidance to the staff team of London TravelWatch, which will then carry out the Board's decisions.

Sharing information

- 5.2 In addition to the statutory requirements for the notification of decisions and provided that it would not be unlawful or in breach of commercial confidentiality to do so, –
- a) London TravelWatch will share any information that it holds (except that which was given to it in confidence) with Transport Committee where it is prudent to do so, or on request from Transport Committee; and
 - b) Transport Committee (or its Secretariat, if more appropriate) shall, on request from London TravelWatch, make available any information that it has that would assist London TravelWatch in its work.

Guidance and directions

- 5.3 If the Transport Committee resolves to issue to London TravelWatch any guidance or directions as to the manner in which it is to exercise its functions³, this must be issued in writing and sent to the Chair of London TravelWatch and copied to its Chief Executive.⁴
- 5.4 Ordinarily, Transport Committee will not issue any such guidance or directions without first having consulted with the Chair of the London TravelWatch Board and the Chief Executive of London TravelWatch, and having had regard to any representations made by them either in writing or made orally at a Transport Committee meeting.

6. Staffing of London TravelWatch

The staffing establishment of London TravelWatch and Strategic partnership with Transport Focus

- 6.1 Transport Committee must approve the overall staffing cost of London TravelWatch's secretariat and be informed of the staffing establishment which shall routinely be reported as part of the annual submission of the draft budget and business plan.
- 6.2 On 9 October 2019, as part of the approval of London Travelwatch's Business Plan for 2020 onwards, the Transport Committee endorsed London TravelWatch's strategic partnership with Transport Focus. This established a new Joint Chief Executive role for both organisations, supported by a dedicated Director for London TravelWatch. [In January 2022 the Transport Committee](#)

³ The GLA Act 1999 s 251(1)

⁴ The GLA Act 1999 s 251(3)

endorsed further revisions to this agreement and which brought an end to the Joint Chief Executive role. As a result, the Joint Chief Executive of London Travelwatch will act as the Accounting Officer for the Assembly, and the Director will be the lead officer and key point of liaison with the Assembly and Transport Committee.

- 6.3 Procedures for the recruitment, appointment and employment of staff of London TravelWatch will be set by the London TravelWatch board in accordance with the protocol attached to this agreement as appendix C

7. Finance and performance

Members' and staff salaries and expenses

- 7.1 Transport Committee shall provide London TravelWatch with the funds with which to pay a) its Members such travelling and other allowances as Transport Committee may determine⁵, and b) its officers such remuneration and such travelling and other allowances as the London TravelWatch Board may determine.⁶ Transport Committee's determinations will be made in accordance with the Mayor's budget guidance.

Budget process and Business Plan

- 7.2 London TravelWatch will prepare a budget submission based on guidance from the Transport Committee via the Chair and Executive Director of the Secretariat having regard to the requirements set out in the budget guidance. Guidance will be provided as early as possible in the Assembly's budget process.
- 7.3 During the preparation of the draft budget submission, the London TravelWatch Chief Executive will confer (in confidence if required) with the Executive Director of the Secretariat to ensure that the submission is based on a full understanding of the Mayor's budget guidance and GLA procedures generally.
- 7.4 The London TravelWatch Board must produce an annual Business Plan for the following year that must be sent for consideration to Transport Committee at the same time as the proposed budget. The Business Plan will
- a. be based on any broad objectives set for London TravelWatch by the Transport Committee,
 - b. set out how London TravelWatch will seek opportunities for joint working with the Transport Committee, and the contributions that London TravelWatch can make to the Transport Committee's work programme for the following year.
- 7.5 The London TravelWatch Board will (with the advice of the London TravelWatch Chief Executive) submit a draft budget proposal to Transport Committee (to be sent to the Executive Director of the Secretariat and copied to the Committee Officer for Transport Committee who will arrange for it to be sent to the Chair, Deputy Chair and Group Leads of Transport Committee) in line with the timetable set out in the budget guidance.
- 7.6 On receipt of the London TravelWatch Board's draft budget submission, and before the London TravelWatch Board submits its final budget submission, the

⁵ The GLA Act 1999 Schedule 18 paragraph 6 (1)(a)

⁶ The GLA Act 1999 Schedule 18 paragraph (6)(1)(b)

Executive Director of the Secretariat, and Chair, Deputy Chair and Group Leads of Transport Committee will, if appropriate, meet the Chair and Deputy Chair of the Board and the Chief Executive of London TravelWatch to discuss the Board's draft budget submission.

- 7.7 Further to the meeting referred to above, the London TravelWatch Board, with the approval of the London TravelWatch Chief Executive as Accounting Officer, will, in line with the deadlines set out in the Mayor's budget guidance, present a final budget submission to Transport Committee.
- 7.8 The Transport Committee will formally consider London TravelWatch's proposed budget and business plan and will recommend the budget to the Mayor, with or without any amendments that it considers appropriate, for inclusion in the Assembly's budget submission, in line with the deadlines set by the Mayor.
- 7.9 This procedure may be varied from time to time by the Transport Committee following formal consultation with the London TravelWatch Board (made via the Chair of the London TravelWatch Board).

Virements

- 7.10 After consultation as appropriate with London TravelWatch Board, the Chief Executive of London TravelWatch may approve London TravelWatch budget virements of up to £100,000. Any such virements will be recorded in the outturn projections to the GLA's Executive Director of Resources that may be required under the provisions of paragraph below, and in the periodic performance reports to Transport Committee.
- 7.11 Any London TravelWatch budget virements in excess of £100,000 need approval by the Chair of Transport Committee (in consultation with the Deputy Chair and the Group Leads), following a written request by the Chief Executive of London TravelWatch to the Executive Director of the Secretariat and the Chair of Transport Committee.

Accounts

- 7.12 The Chief Executive of London TravelWatch (as accounting officer) must ensure that accounting records are kept, which set out and explain London TravelWatch's financial transactions, disclose with reasonable accuracy the financial status of London TravelWatch at any time, and enable London TravelWatch to prepare a statement of accounts.⁷
- 7.13 The accounting and financial procedures are set out in the attached protocol as Appendix D and may be varied from time to time by the Transport Committee following formal consultation with the London TravelWatch Board (made via the Chair of the London TravelWatch Board).

Complaints from members of the public

- 7.14 Where a member of the public makes a complaint (oral or written) about the conduct or behaviour of a member (other than the Chair) of the London TravelWatch Board, the complaint shall be logged (and recorded in writing if made orally), and will be referred to the Chair of the Board who will determine how the matter should be taken forward. Once the matter is concluded, the Chair of the Board shall inform the Chair of the Transport Committee in writing

⁷ The GLA Act 1999 Schedule 18 paragraph 8(1)

of the complaint and any action taken, with copies to the Chief Executive of London TravelWatch and the GLA's Liaison Officer.

- 7.15 In the event of a substantive complaint about the Chair of the London TravelWatch Board, an independent person will be appointed at the time with the agreement of the Deputy Chair of the Board and the Chair of the Transport Committee to investigate and report to the Chair of the Transport Committee and Deputy Chair of the Board.
- 7.16 All other complaints, including complaints about officers or London TravelWatch service provision, will be dealt with in accordance with London TravelWatch's complaints procedures and /or its relevant employment procedures. Once those procedures are exhausted, and if a complainant remains dissatisfied, they should be referred to the Executive Director of the Secretariat.
- 7.17 In this section "complaints" do not include those that London TravelWatch receives from members of the public concerning the services or actions of any transport providers which are subject to London TravelWatch's remit, but do include those about London TravelWatch's handling of such complaints.

Annual report

- 7.18 The London TravelWatch Board must make an annual report to Transport Committee and the Secretary of State⁸.
- 7.19 London TravelWatch will log, and in its annual report will record, all complaints (referred to above) received under, and dealt with in accordance with, its complaints procedures.

Performance Management and Reporting

- 7.20 This Memorandum of Understanding is based on the principle that the Transport Committee should be informed of how London TravelWatch spends the grant that it receives from the London Assembly
- 7.21 London TravelWatch's Board should set strategic objectives and performance targets for its activities and maintain appropriate internal mechanisms to monitor progress towards achieving these objectives.
- 7.22 Twice a year London TravelWatch should produce a more strategic report for the Transport Committee demonstrating how it has met its key business plan objectives and the outcomes it has achieved for transport users as a result of its work.

8. Amending this memorandum

- 8.1 This Memorandum may be amended from time to time by the Chair of Transport Committee (in consultation with the Deputy Chair and the Group Leads) and the Chair of the London TravelWatch Board (in consultation with the London TravelWatch Chief Executive and the Board) agreeing to the proposed amendments.

Appendix A – Summary of statutory provisions

⁸ The GLA Act 1999 s 250 (2)

Appendix B – Protocol for board appointments

Appendix C – Protocol for the recruitment and employment of staff at London TravelWatch

Appendix D – Protocol for accounts and financial procedures at London Travelwatch

Approved by:

..... **Date**

Navin Shah AM, Chair of the Transport Committee

For the London Assembly

..... **Date**

Arthur Leathley, Chair of the London TravelWatch Board

..... **Date**

For London TravelWatch

Appendix A

Statutory provisions

Greater London Authority Act 1999 (as amended) Part IV

247 The London Transport Users' Committee.

(1) There shall be a body corporate to be known as the London Transport Users' Committee, referred to in this Chapter as the Committee.

(2) The Committee shall consist of—

- (a) a Chairman, and
- (b) not more than twenty-four other members,

appointed by the Assembly after consultation with the Secretary of State.

(3) In appointing members under subsection (2) above, the Assembly shall have regard to the desirability of ensuring that the members of the Committee between them represent the interests of—

- (a) those who use passenger transport facilities and services in Greater London, and
- (b) those who use rail passenger transport facilities and services in the area for which the Committee fell, immediately before the repeal of section 2 of the Railways Act 1993 (Rail Passengers' Committees), to be treated as the Rail Passengers' Committee for the purposes specified in subsection (4) of that section.

(4) A person may not be appointed under subsection (2) above if he is—

- (a) an Assembly member,
- (b) a member of Transport for London,
- (c) a member of staff of Transport for London, or
- (d) a member of staff of the Authority.

(5) If, at any time after he is appointed, a member of the Committee becomes a person within subsection (4)(a) to (d) above, he shall cease to be a member of the Committee.

(6) The Assembly may designate one or more members of the Committee to be deputy chairman or (as the case may be) deputy chairmen of the Committee.

(7) Schedule 18 to this Act shall have effect with respect to the Committee.

Schedule 18

1 If the Assembly so determines, there shall be paid to the chairman and other members of the Committee such remuneration as the Assembly may determine.

2 If the Assembly so determines in the case of a person who has been remunerated under paragraph 1 above as chairman, a pension shall be paid to or in respect of that person, or payments towards the provision of a pension to or in respect of that person shall be made in accordance with the determination.

3 If a person in receipt of remuneration under paragraph 1 above as chairman or another member ceases to hold that office, and it appears to the Assembly that there

are special circumstances which make it right that that person should receive compensation, he shall be paid by way of compensation a sum of such amount as the Assembly may determine.

4 The Assembly shall provide the Committee with funds with which to make payments in accordance with any determination made by the Assembly under paragraphs 1 to 3 above.

Officers

5 (1) The Committee may appoint such officers as appear to the Committee to be requisite for the performance of their functions.

(2) Appointments made under sub-paragraph (1) are—

(a) to be made in accordance with any rules of appointment made by the Authority, and

(b) subject to the approval of the Assembly.

Remuneration

6 (1) The Assembly shall provide the Committee with funds with which to pay—

(a) to their members, such travelling and other allowances as the Assembly may determine, and

(b) to their officers, such remuneration and such travelling and other allowances as the Committee may with the approval of the Assembly determine.

(2) The Assembly shall provide the Committee with funds with which to defray such other expenses in connection with the Committee's functions as the Assembly may determine to be appropriate.

(3) The Committee shall prepare and send to the Assembly not less than two months, or such other period as the Assembly may specify, before the beginning of each financial year a statement of the expenses which they expect to incur in respect of that year for the purposes of, or in connection with, the carrying on of their functions.

(4) The Assembly shall consider any statement sent to it under sub-paragraph (3) above and shall either approve the statement or approve it with such modifications as it considers appropriate.

Pensions

7(1) There shall be paid such pensions, or arrangements shall be made for the payment of such pensions, as the Assembly may determine to or in respect of such persons who are or have been officers of the Committee as the Assembly may determine.

(2) The Assembly shall provide the Committee with funds with which to pay any such pension or to finance any such arrangements.

Accounts

8(1) The Committee shall keep accounting records which—

(a) set out and explain the Committee's financial transactions,

(b) disclose with reasonable accuracy the financial status of the Committee at any time, and

(c) enable the Committee to comply with the requirements of this Act in preparing any statement of accounts.

(2) The Committee shall prepare in respect of each financial year a statement of accounts giving a true and fair view of—

- (a) the Committee's financial status at the end of that year, and
- (b) the Committee's income and expenditure for that year.

(3) If the Assembly issues guidance to the Committee as to the preparation of a statement of accounts, the Committee shall prepare the statement of accounts in compliance with the direction.

(4) A statement of accounts shall be audited by a person appointed by the Assembly as auditor to do so.

(5) A person shall not be qualified to be appointed as auditor unless—

- (a) he is eligible for appointment as a company auditor under Part II of the Companies Act 1989 (eligibility for appointment as company auditor), and
- (b) if the Committee were a company to which section 384 of the Companies Act 1985 applies (duty to appoint auditors), he would not be ineligible for appointment as company auditor of the Committee by virtue of section 27 of the Companies Act 1989 (ineligibility on ground of lack of independence).

(6) As soon as reasonably practicable after a statement of accounts has been audited, the auditor shall send a copy to the Assembly.

(7) The Committee's financial year shall be such period as may be determined by the Assembly and notified to the Committee

Accommodation

9 The Assembly may after consultation with the Secretary of State make arrangements for the Committee to be provided with office accommodation.

Constitution and procedure

10(1) The persons appointed to be members of the Committee shall hold and vacate office in accordance with the terms of their respective appointments and shall, on ceasing to be members of the Committee, be eligible for reappointment.

(2) Any person so appointed may at any time by notice in writing to the Assembly resign his office.

11(1) The Committee shall meet—

- (a) at least twice a year; and
- (b) whenever convened by the chairman.

(2) Without prejudice to the discretion of the chairman to call a meeting whenever he thinks fit, he shall call a meeting when required to do so by any three members of the Committee.

(3) Minutes shall be kept of the proceedings of every meeting of the Committee; and copies of those minutes shall be sent to the Assembly, the Secretary of State and the Passengers' Council.

(4) Subject to the provisions of this Schedule the Committee shall determine their own procedure (including the quorum at meetings of the Committee).

12 The Committee may delegate the exercise and performance of any of their functions to such sub-committees of the Committee as they think fit.

13(1) A sub-committee of the Committee may with the consent of the Assembly include persons who are not members of the Committee.

(2) Where a person who is not a member of the Committee is a member of such a sub-committee, the Committee may pay to that person such travelling and other allowances in respect of that person's membership of the sub-committee as the Committee may determine.

14 The validity of any proceedings of the Committee shall not be affected by any vacancy amongst the members or by any defects in the appointment of a member.

Admission of public to meetings.

15(1) Subject to sub-paragraph (2) below, meetings of the Committee shall be open to the public.

(2) The public shall be excluded during any item of business where—

(a) it is likely, were members of the public to be present during that item, that information furnished in confidence to the Committee by the Rail Regulator or the Secretary of State would be disclosed in breach of the obligation of confidence;

(b) the Committee have resolved that, by reason of the confidential nature of the item or for other special reasons stated in the resolution, it is desirable in the public interest that the public be excluded; or

(c) it is likely, were members of the public to be present during that item, that there would be disclosed to them—

(i) any matter which relates to the affairs of an individual, or

(ii) any matter which relates specifically to the affairs of a particular body of persons, whether corporate or unincorporate,

where public disclosure of that matter would or might, in the opinion of the committee, seriously and prejudicially affect the interests of that individual or body.

(3) The Committee shall give such notice—

(a) of any meeting of the Committee which is open to the public, and

(b) of the business to be taken at that meeting (other than items during which the public is to be excluded),

as they consider appropriate for the purpose of bringing the meeting to the attention of interested members of the public.

Investigation of complaints

16(1) Section 25 of the Local Government Act 1974 (authorities subject to investigation by the Commission for Local Administration) shall be amended as follows.

(2) In subsection (1)—

(a) the word “and” preceding paragraph (d) shall cease to have effect; and

(b) at the end of paragraph (d) there shall be inserted “; and

(e) the London Transport Users' Committee.”

(3) After subsection (4A) (which is inserted by section 74(3) above) there shall be inserted—

“(4B) Any reference to an authority to which this Part of this Act applies also includes, in the case of the London Transport Users’ Committee, a reference to a sub-committee of that Committee.”

Appendix B

Protocol for Board appointments

Appointment of the Chair, Deputy Chair and Members of London TravelWatch Board

- 1 Transport Committee will, after consultation with the DfT, appoint the members and Chair of the London TravelWatch Board⁹.
- 2 Transport Committee may designate one or more members of the London TravelWatch Board to be Deputy Chair¹⁰ and, ordinarily, members (including the Chair or Deputy Chair) of London TravelWatch will be appointed for a fixed term of two or four years.

Recruitment of the Chair and members of London TravelWatch Board

- 3 Transport Committee will determine the arrangements for recruiting to the London TravelWatch Board, including the composition of the recruitment panel and any arrangements for a pool of reserve members. However, before doing this, Transport Committee will consider any representations received from the Chair of the London TravelWatch Board and the Chief Executive of London TravelWatch, either in writing or made orally at a Transport Committee meeting.
- 4 Ordinarily, recruitment to the London TravelWatch Board will be conducted in order to achieve one half of the Board being appointed every 2 years.
- 5 In accordance with the DfT policy¹¹, appointments to the London TravelWatch Board will only be made after any vacancies have been advertised publicly, and after there has been open and competitive interview process. The GLA will organise and fund any such recruitment campaigns.
- 6 Appointments will be made on the basis of merit, taking into account and where relevant complying with sections 247(3 – 4) of the GLA Act 1999
- 7 A substitute pool member will not be used to fill any vacancy in the office of the Chair or Deputy Chair of the London TravelWatch Board.

Terms and conditions of the Chair and members of London TravelWatch Board

- 8 Transport Committee will determine and approve the London TravelWatch Board members' terms and conditions of appointment¹² – including – but not limited to:
 - (a) remuneration (including any upgrades)
 - (b) time commitment (subject to paragraph 9 below)
 - (c) pensions
 - (d) probationary and appraisal procedures
 - (e) grievance procedures
 - (f) any travelling and other allowances
 - (g) unpaid and special leave.

⁹ The GLA Act 1999 s 247(2)

¹⁰ The GLA Act 1999 s 247(6)

¹¹ The DfT policy is based on guidance issued by the Cabinet Office on Making and Managing Public Appointments

¹² The GLA Act 1999 Schedule 18 paragraphs 1-4, 6(1)(a) and (2), and 7(1) – (2)

- 9 The Chair of the London TravelWatch Board and the Chief Executive of London TravelWatch may vary the time commitments of any London TravelWatch Board members, provided:
- (a) any increase in days is, in aggregate, no greater than 10% of the total originally approved by the Transport Committee;
 - (b) any additional costs can be met from the approved budget;
 - (c) any necessary virements comply with paragraph 7.3 – 7.4 of the Memorandum of Understanding; and
 - (d) the Chief Executive of London TravelWatch notifies the GLA's Executive Director of Secretariat in writing, that the increased time commitment can be met from London TravelWatch's approved budget.
- 10 Any proposed change that cannot be met from the budget approved by Transport Committee, or which does not meet the condition in 9(b) above, must be referred to that Committee via the GLA's Liaison Officer for approval.

Ceasing to be a member of the London TravelWatch Board and notice requirements

- 11 The Chair and members of the London TravelWatch Board may resign from their appointments by giving notice to the Chair of Transport Committee¹³. Notice should be provided in writing and given as soon as is reasonably practicable.

Termination of London TravelWatch Board appointments

- 12 Members of the London TravelWatch Board (including the Chair) may have their appointments terminated in accordance with their terms and conditions of appointment.
- 13 Transport Committee will take the decision on whether or not to terminate an appointment, and its decision will be binding. In the event that a decision on termination needs to be taken as a matter of urgency, a decision (which could include suspending the member until consideration by full Committee) will be taken under delegated authority by the Chair in consultation with the Deputy Chair and the Group Leads of Transport Committee. In extremis, such as circumstances where no such elected representatives are available, urgent action may be taken by the Head of Paid Service of the GLA.
- 14 Written reasons will be provided in respect of any decision to terminate an appointment and a decision to terminate will only be taken after consideration of any relevant evidence, including any mitigating factors.

Probation and performance reviews

The Chair of the London TravelWatch Board

- 15 The probationary assessment and performance reviews of the Chair of the London TravelWatch Board will be conducted in accordance with the Chair's terms and conditions of appointment.
- 16 They will be conducted by the Chair and Deputy Chair of Transport Committee, who will, for information, share the outcomes with the Group Leads of Transport Committee.

¹³ The GLA Act 1999 Schedule 18 paragraph 10(2)

Other members of the London TravelWatch Board

- 17 The probationary assessment and performance reviews of the members of the London TravelWatch Board will be undertaken by the Chair of the London TravelWatch Board in accordance with their terms and conditions of appointment.
- 18 Where the Chair of the London TravelWatch proposes to recommend removal of a member, the Chair must notify the Chair of Transport Committee in writing, copied to the Chief Executive of London TravelWatch and the GLA Liaison Officer.

Grievances against Members of the London TravelWatch Board

- 19 Where any officer of London TravelWatch ~~(including the Chief Executive of London TravelWatch)~~ has a grievance against any members of the London TravelWatch Board (including the Chair), or where any of the members of the London TravelWatch Board have an employment related grievance against each other, the grievance procedure contained in London TravelWatch members' terms and conditions of appointment shall apply.

Appendix C

Protocol for recruitment and employment of staff of London TravelWatch

Recruitment of ~~(Joint)~~ Chief Executive ~~and Director at of~~ London TravelWatch¹⁴

- 1 Subject to consultation with the Chair of Transport Committee (in consultation with the Deputy Chair and the Group Leads), and subject to paragraph 8 below, the London TravelWatch Board will determine the arrangements for recruiting to a vacancy in the post of ~~Joint~~ Chief Executive ~~ee in conjunction with the Board of Transport Focus and the Department of Transport~~. Such arrangements must include public advertisement and a competitive interview and selection process.
- 2 Any new ~~Joint~~ Chief Executive will be selected by an appointments panel which will include ~~members of the Board and~~ an Assembly Member appointed by the Chair of Transport Committee (in consultation with the Deputy Chair and the Group Leads) to serve as a full member of the panel¹⁵.
- 3 ~~Subject to the approval of the Chair of Transport Committee (in consultation with the Deputy Chair and the Group Leads), and subject to paragraph 8 below, the London TravelWatch Board will determine the arrangements for recruiting to a vacancy in the post of Director. Such arrangements must include public advertisement and a competitive interview and selection process. Should the Strategic Partnership with Transport Focus be ended these arrangements will also apply to the recruitment of any future Chief Executive dedicated to London TravelWatch alone.~~
- 4 ~~The Director (or any future dedicated Chief Executive) will be selected by an appointments panel comprising members of the Board and an Assembly Member appointed by the Chair of Transport Committee (in consultation with the Deputy Chair and the Group Leads) to serve as a full member of the panel¹⁶.~~
- 5 London TravelWatch will fund any such recruitment campaigns.

Recruitment of staff (other than the ~~[Joint]~~ Chief Executive ~~and Director~~) at London TravelWatch

- 6 The London TravelWatch Board will determine the arrangements for recruiting to all vacant staff posts, other than the posts of ~~(Joint)~~ Chief Executive ~~and Director~~.
- 7 In determining these arrangements, the London TravelWatch Board must consult the Chief Executive but will take the final decisions.
- 8 Such arrangements for permanent vacancies must include public advertisement and a competitive interview and selection process.

¹⁴ LTW may appoint such officers as appear to LTW to be required for the performance of their functions (the GLA Act 1999 Schedule 18 paragraph 5(1), but the appointments must be made in accordance with the GLA's rules of appointment and are subject to the approval of the Assembly – (the GLA Act Schedule 18 paragraph 5(2)).

¹⁵ ~~Transport Committee minutes of 17.7.07 at 5.3(c)~~

¹⁶ ~~Transport Committee minutes of 17.7.07 at 5.3(c)~~

- 9 London TravelWatch will fund any such recruitment campaigns.

Terms and conditions of London TravelWatch officers

- 10 Subject to paragraph 9 below, the London TravelWatch Board will, with the approval of Transport Committee, determine the terms and conditions of its officers' employment, including terms as to remuneration¹⁷. The GLA will notify London TravelWatch at the appropriate time of any cost of living increases it is intending to give to its own staff so that London TravelWatch can ensure it applies the same formula.
- 11 The London TravelWatch Board may approve any changes to officers' terms and conditions of employment provided that:
- (a) London TravelWatch's Chief Executive (as Accounting Officer) has confirmed that any additional costs can be met from the approved budget,
 - (b) any virements needed to accommodate the costs comply with paragraphs 7.3 – 7.4 of the Memorandum of Understanding; and
- 12 Any proposed change to officers' terms and conditions that cannot be met from the budget approved by Transport Committee must be referred to that Committee via the GLA's Executive Director of Secretariat for approval.

¹⁷ The Assembly must provide LTW with the funds to pay its (LTW's) officers, such remuneration and such travelling and other allowances as the Committee may with the approval of the Assembly determine- Schedule 18 paragraph (6)(1)(b)

Appendix D

Protocol for accounts and financial procedures

Accounts

- 1 London TravelWatch will conduct a monthly monitoring and review of its finances, to include forecasts against the full-year revenue and capital budgets, explanations for variances and any proposed corrective action. The Chief Executive of London TravelWatch will report this quarterly to the GLA's Executive Director of Resources via the Executive Director Secretariat and six monthly to Transport Committee in the format required.
- 2 The Chief Executive of London TravelWatch (as Accounting Officer) must ensure that a statement of accounts is prepared for each financial year that gives a true and fair view of London TravelWatch's financial status at the end of that year, and its expenditure for that year¹⁸.
- 3 The Chief Executive of London TravelWatch must submit, in line with the agreed timetable, financial information required by the GLA's Executive Director of Resources for the preparation of the GLA Statement of Accounts.
- 4 Transport Committee may issue guidance as to the preparation of a statement of accounts and, if it does so, London TravelWatch must prepare the statement in compliance with the direction¹⁹.
- 5 The Statement of Accounts must be audited by an auditor appointed by Transport Committee.²⁰ The cost of the audit will be met by London TravelWatch.

Financial procedures

- 6 Where London TravelWatch proposes to make any significant changes or amendments to any of its financial systems and procedures, its proposals must be agreed to by the London TravelWatch Board (or to any body within London TravelWatch to which such functions of the London TravelWatch Board have been properly delegated) and the London TravelWatch Chief Executive and must be submitted in writing to the Executive Director Secretariat, who will determine how to take the matter forward.
- 7 Any such proposals can only be approved by Transport Committee, in conjunction with the GLA's Executive Director of Resources.

¹⁸ The GLA Act 1999 Schedule 18 paragraph 8(2)

¹⁹ The GLA Act 1999 Schedule 18 paragraph 8(3)

²⁰ The GLA Act 1999 Schedule 18 paragraph 8(4)

This page is intentionally left blank