

Ealing Borough Council

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Cabinet

Venue:The Atrium, Perceval House, 14- 16 Uxbridge Road, Ealing, London W5 2HL

Date: Tuesday, 15 October 2019 at 19:00

Members:

Portfolio

Councillor Bell	(Leader of the Council, Policy Overview, Regeneration and Transport) - Chair
Councillor Anand	(Business & community Services)
Councillor Camadoo-Rothwell	(Community Safety & Inclusion)
Councillor Johnson	(Schools & Children's Services and Deputy Leader)
Councillor Mahfouz	(Finance & Leisure)
Councillor Mason	(Housing, Planning & Transformation)
Councillor Rai	(Health & Adults' Services)
Councillor Sabiers	(Environment & Highways)
Councillor Gordon	(Chief Whip) (ex-officio member)

AGENDA

Open to Public and Press

Also In Attendance

1 Apologies for Absence

2 Urgent Matters

3 Matters to be Considered in Private

Items 10, 13 and 15 contain information that is exempt from disclosure by virtue of Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

4 Declarations of Interest

5 Minutes

To approve as a correct record the minutes of the meeting held on 17 September 2019.

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6 Appointments to Sub Committees and Outside Bodies

7 Briefing on the Development of the Council's Climate **17 - 42**
Emergency and Sustainability Strategy

8 Preparations for Exiting the European Union **43 - 72**

9 Introduction of Floating Car Club Service **73 - 80**

10 Proposed Letting of the Former Acton Library **81 - 104**

11 Environmental Services Company (Greener Ealing Limited) **105 -**
Governance Arrangements and Business Plan **484**

12 Budget Strategy and MTFS 2020-21 to 2022-23 **485 -**
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13 Acquisition of Cattle Market Site Adjacent to Southall Market **501 -**
Car Park and Redevelopment of the Combined Site to Deliver **524**
circa 125 Genuinely Affordable Homes

14 Home Office Prevent Peer Review Findings and **525 -**
Recommendations **534**

15 Safer Communities Contract Award **535 -**
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- 16 **Update on School Places, Determination of Statutory Proposals 543 -
for Havelock Primary School ARP and Children's Services 586**
- Capital Approvals**
- 17 **Date of Next Meeting**
- The next meeting will be held on 12 November 2019.
- Paul Najsarek, Chief Executive, 7 October 2019.**

*Please note that in the event of an emergency your attention is drawn to the
evacuation instructions displayed on the wall by the entrance to the committee room.
First Aid advice can also be found there.*

CABINET

**Tuesday 17 September 2019 at 7pm
Minutes**

PRESENT:

Councillors: Bell, Anand, Camadoo-Rothwell, Johnson, Mahfouz, Mason, Rai and Sabiers

ALSO PRESENT:

In accordance with paragraph 2.6(a) of the Constitution, Councillors Malcolm, and Young addressed the Cabinet with regard to the following items:

Item 11 - Borough Wide Public Spaces Protection Order (PSPO) (Councillor Young)

Item 12 - Ealing Town Hall Update (Councillor Young)

Item 13 - Budget Update 2019-20 (Councillor Young)

Item 15 - Gurnell Leisure Centre Update (Councillor Young)

Item 16 - Changes to Visitor Parking (Councillors Malcolm and Young)

Susan New (member of the public) addressed the Cabinet with regard to item 07 Scrutiny Review Panel 1 - 2018/19 Housing and Planning - Final Report

Councillors Morrissey, Raza, Young and Costigan addressed the meeting regarding items 7, 8, 9 and 10, in their capacity of chairs/ vice chair of the scrutiny panels.

Also In Attendance

Councillor Mahmood

1. Apologies for Absence

Councillor Gordon

2. Urgent Matters

There were none.

3. Matters to be Considered in Private

Items 11 and 15 contained confidential appendices but were not taken in private as it was not necessary to discuss the confidential information provided.

4. Declarations of Interest

There were none.

5. Minutes

Resolved:

That the minutes of the Cabinet meeting held on 16 July 2019 be agreed and signed as a true and correct record.

6. Appointments to Sub-Committees and Outside Bodies

There were none.

7. Scrutiny Review Panel 1 - 2018/19 Housing and Planning - Final Report

Resolved

That Cabinet:

The minutes should be read in conjunction with the agenda for the meeting. They are subject to approval and signature at the next meeting of this Committee.

- i) notes the final report of the Panel, as endorsed by the Overview and Scrutiny Committee (OSC) on 6 June 2019, which is attached as Appendix 1 to the report
- ii) accepts the officer recommendations in relation to the Panel recommendations in Section 16 of the final report with the following amendments: Recommendation 1 – Accept; Recommendation 7 – Reject; Recommendation 18 – Accept; Recommendation 20 – Accept.
- iii) directs service officers to produce/or finalise an action plan within an agreed timescale on those recommendations that are agreed by Cabinet; and
- iv) reports its decisions to OSC on 10 October 2019 or 7 November 2019, as appropriate.
- v) thanks the Panel and Anna-Marie Rattray, Scrutiny Officer, for their work on this report.

Reason for Decision and Options Considered

Scrutiny has a role in improving decision-making and service delivery through effective scrutiny. Recommendations from Scrutiny need to be taken forward in a timely manner and in accordance with the Council's Constitution if the Scrutiny function is to be effective. The Scrutiny and Executive Protocol identifies the timescale for Cabinet to respond to Scrutiny recommendations. This decision will mean that the response is made in a timely manner and that services can implement the accepted recommendations.

8. Scrutiny Review Panel 2 - 2018/2019: Knife Crime and Youth Engagement – Final Report Resolved

That Cabinet:

- i) notes the final report of the Panel, as endorsed by the Overview and Scrutiny Committee (OSC) on 06 June 2019, which is attached as Appendix 1 to the report.
- ii) accepts the officer recommendations in relation to the Panel recommendations in section 8.0 of the final report;
- iii) directs service officers to produce/or finalise an action plan within an agreed timescale on those recommendations that are agreed by Cabinet; and
- iv) reports its decisions to OSC on 10 October 2019 or 7 November 2019, as appropriate.
- v) thanks the Panel and officers for their excellent work.

Reasons for Decisions and Options Considered

Scrutiny has a role in improving decision-making and service delivery through effective scrutiny. Recommendations from Scrutiny need to be taken forward in a timely manner and in accordance with the Council's Constitution if the Scrutiny function is to be effective. The Scrutiny and Executive Protocol identifies the timescale for Cabinet to respond to Scrutiny recommendations. This decision will mean that the response is made in a timely manner and that services can implement the accepted recommendations.

9. Scrutiny Review Panel 3 - 2018/2019: Air Quality – Final report Resolved

That Cabinet:

- i) notes the final report of the Panel, as endorsed by the Overview and Scrutiny Committee (OSC) on 06 June 2019, which is attached as Appendix 1 of the report.
- ii) accepts the officer recommendations in relation to the Panel recommendations in section 8.0 of the final report

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- iii) directs service officers to produce/or finalise an action plan within an agreed timescale on those recommendations that are agreed by Cabinet; and
- iv) reports its decisions to OSC on 10 October 2019 or 7 November 2019, as appropriate.
- v) thanks Councillor Young (chair of the Panel), the Panel and officers for their work on this panel.

Reason for Decision and Options Considered

Scrutiny has a role in improving decision-making and service delivery through effective scrutiny. Recommendations from Scrutiny need to be taken forward in a timely manner and in accordance with the Council's Constitution if the Scrutiny function is to be effective. The Scrutiny and Executive Protocol identifies the timescale for Cabinet to respond to Scrutiny recommendations. This decision will mean that the response is made in a timely manner and that services can implement the accepted recommendations.

10. Scrutiny Review Panel 4 - 2018/2019: Future Ealing – Final Report Resolved

That Cabinet:

- i) notes the final report of the Panel, as endorsed by the Overview and Scrutiny Committee (OSC) on 11 July 2019, which is attached as Appendix 1 of the report.
- ii) accepts the officer recommendations in relation to the Panel recommendations in section 8.0 of the final report with the following amendment: Recommendation 9 – Accept in full.
- iii) directs service officers to produce/or finalise an action plan within an agreed timescale on those recommendations that are agreed by Cabinet; and
- iv) reports its decisions to OSC on 10 October 2019 or 7 November 2019, as appropriate.
- v) thanks the Panel and officers, in particular Harjeet Bains (Scrutiny Officer) and Democratic Services staff for their work on this report.

Reason for Decision and Options Considered

Scrutiny has a role in improving decision-making and service delivery through effective scrutiny. Recommendations from Scrutiny need to be taken forward in a timely manner and in accordance with the Council's Constitution if the Scrutiny function is to be effective. The Scrutiny and Executive Protocol identifies the timescale for Cabinet to respond to Scrutiny recommendations. This decision will mean that the response is made in a timely manner and that services can implement the accepted recommendations.

11. Borough Wide Public Spaces Protection Order (PSPO) Resolved

That Cabinet:

- i) approves the making of a PSPO, for a period of three years, in the final draft form attached at Appendix 1 of the report on the basis that (1) Members are satisfied that the activities identified in the evidence are having a detrimental effect on the quality of life of those in the locality (2) that the effect is persistent or continuing, and is such as to make the activities unreasonable and that effect justifies the restrictions proposed and (3) the prohibitions and requirements are reasonable to impose in order to prevent or reduce the detrimental effect from continuing, occurring or recurring.
- ii) thanks Councillor Camadoo and officers for their work on this project.

The minutes should be read in conjunction with the agenda for the meeting. They are subject to approval and signature at the next meeting of this Committee.

Reason for Decision and Options Considered

This report considers the investigation, research and statutory consultation exercise conducted by the council's safer communities team in relation to the proposal to introduce a borough-wide Public Spaces Protection Order (PSPO) to address behaviours having a detrimental impact on residents and those visiting the borough.

Members considered whether it is appropriate to make a PSPO, having considered in full:

- The evidence base;
- Response to the consultation;
- The Equality Impact Analysis; and
- The statutory framework for the making of a PSPO. The evidence base is summarised in Section 3 of this report and detailed in the appendices, specifically at Appendix 2 of the report.

Section 5 of this report summarised the consultative process and outcome, which was detailed in full at Appendix 3 of the report

The impact of the proposed PSPO on equalities is outlined in Section 11 of this report and Ealing's Equality Impact Analysis is provided in full at Appendix 4 of the report.

The legislation and guidance in relation to PSPOs is detailed at Section 2 of this report.

The purpose of the proposed PSPO is to enhance public spaces across Ealing and improve quality of life for residents by reducing anti-social behaviour in those spaces by targeting behaviours evidenced to be having a detrimental impact on residents of and visitors to the borough. The proposed PSPO would introduce requirements and prohibitions focused on behaviours in defined public spaces.

As outlined in more detail in Section 2 of this report, PSPOs were introduced

- by the Anti-Social Behaviour, Crime and Policing Act (2014). They are a broad
- power that replaced a number of other types of order, such as Gating Orders and Designated Public Protection Orders (DPPOs).

The council and police use a wide range of measures to protect the public and tackle crime and anti-social behaviour. These go beyond criminal investigation and enforcement and include diversionary and intervention activity, as well as proactive civil enforcement such as injunctions, Community Protection Notices (CPNs) and Criminal Behaviour Orders (CBO). While these approaches are effective, there are some instances that make this type of targeted work challenging without additional powers.

Over recent years the Safer Ealing Partnership has developed an approach to tackling community concerns, with a focus on People, Premises and Places. In addition to police powers to tackle individuals for specific offences, tools such as injunctions and criminal behaviour orders have proven key in Ealing's approach to managing People involved in criminal and anti-social behaviour. Similarly, licensing enforcement, property regulation and powers in relation to closure orders have proven key in tackling Premises of concern across the borough. It is in relation to the Places aspect of Ealing's approach that PSPOs play their most important role; the borough-wide PSPO being recommended in this report has been developed following careful analysis of evidence

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from a wide variety of sources, combined with consideration of the effectiveness of conditions within more localised PSPOs previously introduced in Ealing.

Until 2017 Ealing was subject to a borough-wide Designated Public Protection Order (DPPO), which focused on alcohol related anti-social behaviour and provided police and other authorised officers some additional powers to instruct people to stop drinking alcohol and to confiscate alcohol from people acting in an anti-social manner (this was often referred to less formally as a 'Controlled Drinking Zone'). The proposed borough-wide PSPO has been informed in part by the strong evidence base in relation to alcohol related anti-social behaviour and contains recommends prohibitions and requirements that in effect reintroduce a borough-wide controlled drinking zone.

The proposed PSPO additionally addresses a range of behaviours that are evidenced as having a persistent detrimental impact on residents and people visiting or working in the borough. The proposed order has been carefully drafted based on evidence collected from a range of sources (explained in greater detail in Section 3 of the report, Evidence base). The order has been drafted to improve the quality of life of people who live, work in, and visit the borough and to support other initiatives, such as the night time economy strategy, to improve community cohesion, public safety and residents' perception of safety.

There are five existing PSPOs in the borough (West Ealing, Southall Town Centre, Southall Parks, Valetta Road, Gating and Mattock Lane Safe Zone). Since 2016 Ealing has developed a process for scoping and introducing PSPOs in the borough with a focus on detailed evidence collection, consultation and review. The existing five PSPOs have played a key contribution to Ealing's community safety strategy, focused on responding to resident concerns and tackling crime and anti-social behaviour. Ealing's existing PSPOs have helped the Safer Ealing Partnership understand common factors around the types of behaviour our residents feel have a negative impact on their quality of life. They have proven an effective way to reduce crime and anti-social behaviour and increase public confidence. In West Ealing and Southall, analysis showed a reduction in reports of crime and anti-social behaviour following the introduction of the respective PSPOs (summary analysis referenced in Appendix 5 of the report). In the event the recommended borough-wide PSPO is introduced, the recommendation is that, after the planned review at six months, the existing PSPOs in West Ealing, Southall Town Centre and Southall Parks are rescinded in the event the evidence indicates the borough-wide PSPO should remain in its current form.

PSPOs have also proven valuable in engaging the community, generating discussion of what is and isn't acceptable behaviour in public spaces and promoting positive behaviour change. Alongside the existing powers and ongoing partnership work, a PSPO forms part of a broader strategy to increase awareness and address local concerns.

A consistent concern raised about existing PSPOs relates to the perceived 'displacement' of certain behaviours and there have been community calls for Ealing's existing PSPOs to be extended. These have come through ward panel and ward forum feedback, as well as from consultations undertaken in regard to previous localised PSPOs. The cause of widening some of the key PSPO areas has also been championed by some resident groups, such as from those in Hanwell, who have contacted the council to raise concerns that PSPOs in other town centres have displaced some issues, such as alcohol related ASB, to their town centre.

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In devising the proposed order, the safer communities team have carefully considered the findings from the analysis of reports received by council services and partners, local community feedback at events, police crime data, consultation with statutory and non-statutory partner agencies and further interdepartmental research. It is clear from communication with residents and businesses from historic communication, communication during the evidence gathering phase and the consultation phase that they have concerns about anti-social behaviour in public spaces not currently benefitting from a PSPO.

Based on the diverse range of evidence and intelligence sources, the safer communities team have identified specific, persistent and detrimental behaviours having a negative effect on the quality of life in public spaces across the borough. The team have additionally identified concerns in specific types of public space, such as town centres, housing estates and parks. Some of these behaviours have also been identified to be linked with criminal activity and a PSPO offers an additional tool to disrupt and tackle those offences. Some of the recommended conditions prohibit activities which can otherwise not be enforced against (for example, possession of legal highs is not currently a criminal offence, despite causing significant distress to residents and harm to local spaces). Other conditions in the Order provide a wider range of enforcement options to authorised officers for existing offences, allowing them to better operationally address concerns in a way that supports the borough commitment to make Ealing a safe and healthy place to live and work.

On the basis of this research an order has been drafted that encompasses a series of requirements and prohibitions that will apply in *all* public spaces across the borough, as well as additional conditions for three defined types of public space, namely:

Town centres (namely Acton, Ealing, Hanwell, Greenford, Southall and West Ealing)

- Parks and open spaces
- Council managed housing estates

The majority of residents, visitors and people who live and work in the borough enjoy our public spaces positively and considerably and the aim of the proposed PSPO is to address the unreasonable behaviours identified and ensure those public spaces remain accessible to all to enjoy in a safe manner. The PSPO has been designed to support the work of our partner agencies and other Council services to enhance the vibrancy of our public spaces and strengthen community cohesion.

12. Ealing Town Hall Update

Resolved

That Cabinet:

- i) notes the latest development with regard to Ealing Town Hall as set out in the report.
- ii) notes and agrees to the proposed disposal of Victoria Hall as part of the wider disposal to Mastcraft and the proposed internal 'land swap' of the Princes Hall and Queen's Hall to facilitate the redevelopment of Ealing Town Hall (as set out in paragraphs 2.8 of the report).
- iii) delegates authority to the Director of Regeneration and Planning to negotiate and agree amendments to the proposed Agreement for Lease with Mastcraft on the basis set out in section 2 of the report (including the proposed 'land swap' and Community Use covenant) and to enter into the Agreement for Lease following consultation with the Portfolio Holder for Regeneration and Director of Legal

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Services including any amendments which may be required following further liaison with the Charity Commission and subject to the Council as Trustee deciding to proceed with the Mastcraft Scheme.

- iv) delegates authority to the Director of Regeneration and Planning to settle the apportionment of the lease premium and rent paid by Mastcraft (as well as the fair and reasonable contribution to be made by the Trust towards the Council's costs) with officers acting on behalf of the Trust, in accordance with the advice received from respective independent Valuers (and any further valuation advice required).

Reason for Decision and Options Considered

Since Cabinet last considered a report on Ealing Town Hall in February 2019 there has been continuing correspondence with the Charity Commission (CC) relating to the applications for Charity Commission consent previously reported to Cabinet. Officers met representatives from the CC in July after raising concerns about the time it was taking for the Commission to reach any decision on the Victoria Hall Trust. The meeting was held in Ealing Town Hall which enabled officers to show the representatives around the Town Hall. Following the meeting the Charity Commission confirmed that they had found the meeting and tour to be very useful. In a letter dated 15th July the Charity Commission also set out in some detail what remaining information is required from the Trust and provided more information as to the basis of their decision making. It is now clear from that letter that further consultation may be required and that the Charity Commission may not be ready to make any final decision until later this year.

As Cabinet is aware Ealing Town Hall is listed as an asset of community value (ACV) and was originally listed in 2016. As reported in January 2019 a further notice of a 'relevant disposal' under the ACV legislation was given in 2018 which triggered the 6 month moratorium period which expired on 9th November 2018 and during which period Ealing Voice and CEPAC submitted proposals for the future of the Town Hall and which were considered by Cabinet on 19th February 2019 and by General Purposes Committee on 15 January 2019 respectively.

Under the ACV legislation there is a 'protected period' which expires 12 months after the end of the moratorium period during which the 'relevant disposal' must take place. The protected period expires on 9th November 2019 and for the reasons set out in the report there is a real risk that the Charity Commission will not have made its final decision on the Trust applications by that date.

As a result, if the Council has not made a 'relevant disposal to Mastcraft by 9th November a third notice of intended disposal will have to be given which would be very likely to trigger a third 6-month moratorium period. Officers have obtained legal advice and have been advised that the proposed Agreement for Lease (AfL) with Mastcraft would be a relevant disposal even if new conditions were to be included in the AfL to include a new provision making the grant of the lease conditional on the Trust securing any necessary consents for the redevelopment.

Whilst it has until now, been officers' preference to enter into the AfL with Mastcraft only after Charity Commission consent has been obtained, it is however now not considered to be advisable given the effect in terms of timing as a result of the ACV status of the building if consent is not obtained until after 9th November.

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It is now therefore recommended that Cabinet delegate authority to the Director of Regeneration and Planning to negotiate amendments to the draft Agreement for Lease to reflect the fact that the lease will only be granted if and when the necessary Charity Commission consents have been obtained and enter into the AfL on that basis before 9th November.

In their letter of 15th July the Charity Commission also raised some further questions about the future community use of the Town Hall noting that community use is not necessarily synonymous with the 'charitable public benefit use' about which they need to be satisfied to the extent that is relevant to the future management of the Trust element of the Town Hall.

In addition, the area currently consisting of the Princes Hall (which is part of the Town Hall held under the Trust) will not be available for community use or charitable public benefit use if the proposals agreed with Mastcraft proceed. It is therefore proposed that the Princes Hall be swapped with the Queen's Hall for the purposes of the Trust's land holding. This is on the basis that the Mastcraft proposals currently provide for the Queen's Hall to be sublet back to the Council which will then enable the Council to manage the operation of the Queens' Hall as trustee subject to Charity Commission consent being given. Both the Council as general owner of the Town Hall and the Council as Trustee of part of the Town Hall have obtained valuations which confirm that the proposed land swap is a like for like swap.

The application to the Charity Commission for the approval of the disposal of Trust property to Mastcraft has been made on the basis of the proposed land swap and on the basis that the future management and use of the Victoria Hall will be consistent with the objects of the Trust (as proposed to be amended and agreed by the CC) as there is a requirement for the Victoria Hall and some other future meeting rooms in the Hotel to be let out to the public in accordance with a Community Use Protocol to be attached to the proposed lease to Mastcraft.

The Council and Mastcraft halted active negotiations on the draft Agreement for Lease and associated documents when Counsel's advice on the status of the Trust was received in 2017. As a result the draft AfL and annexures do not currently reflect the fact that part of the Town Hall is held on Trust and the legal implications of that are not yet reflected in the documentation. Authority is therefore sought to negotiate further amendments to the draft Agreement for Lease and annexures agreed with Mastcraft to date to reflect the Trust status including Community Use Protocol.

13. Budget Update 2019-20

Resolved

That Cabinet:

- i) notes the General Fund revenue budget forecast outturn position of £6.046m net overspend (2.44%) for 2019/20 (section 4 of the report), and a break-even position on Housing Revenue Account for 2019/20 (section 6 of the report);
- ii) notes that mitigations are being developed with the aim of ensuring the overspend is brought back within budget and that such additional measures will be implemented in September 2019
- iii) notes the progress on delivering the 2019/20 savings (section 5 of the report)
- iv) notes the 2019/20 capital programme forecast (section 8 of the report).
- v) approves the re-profiling of 2019/20 capital programme net slippage of £123.018m (paragraph 8.3 of the report) into future years.

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Reason for Decision and Options Considered

To forecast the financial position for 2019/20 based on available information at end of 31 July 2019. The report outlines the council's forecasted position on revenue, capital, income and expenditure to the end of the period.

14. Council Performance Report Quarter 1 2019/20

Resolved

That Cabinet:

- i) notes the contents of the report.
- ii) notes the progress made against the Council Plan performance indicators during the first quarter of 2019/20 (April – June).

Reason for Decision and Options Considered

The purpose of this report is to provide Cabinet with a summary of the council's performance in the first quarter of 2019/20 against key indicators set out in the Council Plan for 2018-22.

15. Gurnell Leisure Centre Update

Resolved

That Cabinet:

- i) notes the current position with regard to the Gurnell scheme as outlined in this report including in Confidential Appendix 1 of the report.
- ii) agrees in principle to proceed in partnership with Be:Here Ealing Ltd to vary the existing Agreement for Lease to reflect that the Council and Developer will each directly procure a building contractor to deliver their respective parts of the scheme as further outlined in paras 3.6 and 3.7 of this report
- iii) notes that in agreeing in principle to the Council taking on direct delivery responsibility for part of the scheme there is an associated risk of an additional capital requirement over and above that currently budgeted for. This could be up a multi-million pound amount for which no budget provision currently exists. The final growth amount will need to be factored into the Council Budget process with further savings over the current MTFS budget gap needing to be found to support the cost of the growth. Further detail on these costs and associated risks are presented in Confidential Appendix 1 of the report
- iv) notes and agrees that the project should, in the meantime, progress to the planning phase and in particular that the Developer should shortly submit a planning application for the entire Gurnell scheme;
- v) delegates authority to the Executive Director of Place, following consultation with the Chief Finance Officer and the Director of Legal and Democratic Services to negotiate the terms of a further Deed of Variation to the existing Agreement for Lease with Be:Here Ealing Ltd necessary to reflect the revised scheme proposals subject to approval of the final terms by Cabinet and to agree and enter into a Deed of Variation in the meantime to reflect the submission of a planning application and to amend the Planning Longstop date as required.;
- vi) notes and supports the intention for circa 200 residential units (which are proposed to be built in Blocks A and B) to be sold to Broadway Living Ltd or such other wholly owned company as the Council may establish (the Proposed RP) subject to the finalisation of the purchase contract, due diligence and a business case assessment which demonstrates that Broadway Living Limited or any

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subsidiary will sufficiently cover the debt repayment and interest costs for the loan facility;

- vii) notes that, subject to successful conclusion of the next stage of the project a further report will be brought to Cabinet which will seek authorisation to approve a final budget, appoint a contractor, proceed to construction of the new scheme, approve the final terms of a variation to the Agreement for Lease and a final decision on the proposed onward sale of units to Broadway Living or a subsidiary.

Reason for Decision and Options Considered

Gurnell Leisure Centre, built upon a former landfill site, forms a core part of the Council's leisure provision. The redeveloped site would be a major contributor towards achieving a surplus generating leisure provision, largely based upon the largest learn to swim programme in London. The facility includes the borough's only 50m pool and is one of only a small number in London, which has been the home of Ealing Swimming Club, the largest swimming club in the country with over 1,650 members.

The proposed redevelopment of the Gurnell Leisure Centre features in both the Corporate Plan and also is integral to the Council's adopted Sports Facility Strategy 2012-2021, with regards to a 50m and learner pool provision, to meet current and future demand. There is also a current manifesto commitment to redevelop the leisure centre and numerous reports on the project have been approved by Cabinet to date.

In 2015, a comprehensive assessment of potential external grant funding opportunities was explored however it was noted that there were no current opportunities to fund such projects via Sports England or wider grant funding programmes. It was therefore agreed that the Council should seek to fund a new leisure centre scheme via enabling residential development.

Cabinet took the decision in March 2015 for the Council to engage Willmott Dixon, via the SCAPE framework, to consider the feasibility of the long-term replacement of Gurnell Leisure Centre. When the Gurnell project was conceived, Willmott Dixon Group presented a proposed project structure to the Council that had successfully been used elsewhere in London, that would enable the Council to contract with the WD Group for the delivery of a new leisure centre via a Development Agreement, cross-funded by private housing.

Subsequent reports were taken to Cabinet updating on the design and legal aspects of the scheme respectively. In November 2015 Cabinet agreed that the Developer would construct the leisure centre to shell and core in exchange for a 250-year lease on the site. Cabinet also delegated authority to officers for the Council to enter into a Development Agreement (Agreement for Lease) with Be:Here Ealing Ltd and this was entered into in December 2016.

In May 2016, Cabinet approved an allocation of £12.5m towards the project, to be funded from mainstream borrowing, to support the fitout of the leisure centre following an increase in projected costs.

Subsequent design iterations have been produced based upon a brief of providing a state-of-the-art leisure centre, including a 50m pool, a leisure/fun pool, soft play, gym and studios, to be funded by enabling market residential development utilising the existing surface level car park as building footprint. The proposed wider benefits of the

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project include a new skatepark, an improved BMX track, landscaping and a new children's playground.

Regular ongoing consultation has been held with both GLA officers and also the LPA, including as part of a formal pre-application process. It is now considered that the current scheme design is sufficiently optimised that it can proceed to submission of a formal planning application for consideration.

16. Changes to Visitor Parking

Resolved

That Cabinet:

- i) notes the proposals to change the way in which short stay, non-residential parking sessions are provided within the borough as set out in paragraphs 3.16 to 3.19 of the report
- ii) approves the decommissioning of a first tranche of 20 machines in October 2019 with the second tranche of 37 following in December 2019, at a total cost of £0.032m to be covered from the Parking Services reserve account.
- iii) delegates authority to the Executive Director for Place, to review officers' assessment of the public response to the above changes and the financial impact of the changes; then decide whether or not to remove further Pay & Display (P&D) machines in 2020, with this third tranche that could total a further 100 machines being decommissioned between June 2020 and August 2020, if no reason to retain these machines is identified during analysis of the initial P&D machine removals, with the total cost of their removal estimated as £0.079m, to be funded by the Parking Services reserve account, and the cumulative further savings against general fund budget associated with removing the 57 machines in 2019/20 per 1.2 and the 100 in 2020 per 1.3 estimated at £0.164m in Parking revenue, and £0.063m in capital, by end 2021/2022, to be contributed to the MTFS.
- iv) agrees that those P&D machines that remain for the time being, be well maintained, even if beyond the age at which they are normally replaced.
- v) delegates authority to the Executive Director for Place to introduce a new tariff for short stay visitors that links the price of the parking session with vehicle emissions as set out in paragraph 3.19 below, at a cost of £0.012m to be covered from the Parking Services reserve account, with it estimated these changes will generate additional Parking income of £0.106m per annum based on a full year, and £0.221m cumulatively to end 2021/22, to be contributed to the MTFS.
- vi) delegates authority to the Executive Director for Place to introduce charges for motorbikes, as set out in paragraphs 3.23 – 3.26 of the report.
- vii) notes the amendment to the report as follows – section 3.12 remove the reference to Kensington and Chelsea.

Reason for Decision and Options Considered

In 2018 Parking Services awarded a contract for visitor parking services to a new provider - PayByPhone. The contract began on the 1st April 2019. The contract delivered savings that widened the gap between the cost of a typical cashless parking transaction and a typical pay and display transaction. The proposed removal of a cash option has the potential to offer a further saving for the Council and reduce the environmental footprint of the organisation by negating the need for maintenance visits and cash collection.

The Service has also contributed to a wider Transport Strategy by publishing the 2018 Parking Plan. In this document the Service expressed an aspiration to charge visitors

The minutes should be read in conjunction with the agenda for the meeting. They are subject to approval and signature at the next meeting of this Committee.

based on the vehicular emissions of their vehicles, in order to incentivise use of more sustainable vehicles and meet the objective of improving air quality. Changes to parking tariffs such that they will be varied based on vehicular emissions will help to achieve this end.

In April 2019 the Council declared a Climate Change Emergency. This strengthened the mandate to introduce measures that will help reduce harmful emissions.

Ealing has a fleet of 196 P&D machines. Of these 159 are located on street. The remaining 37 are in off street car parks. Many of these machines are coming to the end of their working lives. About half are 15 or more years old, with some installed as far back as 1994. The life expectancy of a machine is typically 15-20 years, (though some last longer when well maintained and if the manufacturer continues to produce spare parts for the model).

P&D machines provide a cash payment option in 70 of the 340 locations where non-residential visitor parking is permitted. It should be noted there is a variety of different types of locations in which machines can be found – from very busy shopping parades, to car parks, to residential streets where there is low demand for non-residential visitor visits. Most locations where the only payment methods are cashless are shared use bays and stop and shop bays, where demand is typically low.

Approximately 1m transactions were made through P&D machines in 2018/19, generating a gross income of £1.450m. These figures are down by over 10% on the previous year.

The proportion of customers using P&D machines rather than mobile phone parking is steadily decreasing across the borough; and continues to diminish even in areas where both payment channels exist side by side. For more information see Appendix 1 of the report.

17. Date of Next meeting

Resolved

That Cabinet:

notes that the next meeting of Cabinet will be held on 15 October 2019 at 7pm

Councillor Julian Bell, Chair

Date

The meeting concluded at 8:25pm having completed its business.

The minutes should be read in conjunction with the agenda for the meeting. They are subject to approval and signature at the next meeting of this Committee.

Contains Confidential or Exempt Information	NO
Title	Briefing on the development of the council's Climate Emergency and Sustainability Strategy
Responsible Officer(s)	Director Regeneration and Planning, Lucy Taylor
Author(s)	Jo Mortensen
Portfolio(s)	Cllr. Julian Bell Cllr. Mik Sabiers
For Consideration By	Cabinet
Date to be Considered	15 October 2019
Implementation Date if Not Called In	28 October 2019
Affected Wards	All
Keywords/Index	Climate change, sustainability, carbon emissions, community

Purpose of Report: The 2018 UN Intergovernmental Panel on Climate Change (IPCC) report stated that we have just 12 years to act on climate change if global temperature rises are to be kept within the recommended 1.5 degrees Celsius. In April 2019, Full Council declared a climate emergency. This report outlines our approach to address the emergency.

1. Recommendations

It is recommended that Cabinet

- 1.1. Note the initial work toward developing the Council's response to the Climate Emergency Declaration
- 1.2. Support the direction of travel for policy development, process and timescales to fully establish a Climate Emergency and Sustainability Strategy as outlined in this report
- 1.3. Note that there will be further reports to Cabinet with detailed financial implications and funding arrangements

2. Reason for Decision and Options Considered

2.1. The 2018 UN Intergovernmental Panel on Climate Change (IPCC) report stated that we have just 12 years to act on climate change if global temperature rises are to be kept within the recommended 1.5 degrees Celsius. In April 2019, Full Council declared a climate emergency and pledged to:

- Join other Councils in declaring a Climate Emergency;
- Call on the UK Government to provide the necessary powers and resources to make local action on climate change easier (as set out in 3 and 5 below);
- Aim to make Ealing carbon neutral by 2030, taking into account both production and consumption emissions;
- In light of 3. above, request Overview and Scrutiny Committee to urgently review and make recommendations on revisions to the Council's 2013-2018 Energy Strategy in light of the recent IPCC report and the latest Ealing data in order to achieve the revised target;
- Continue to work with partners across London to deliver widespread carbon reductions.

2.2. The climate emergency momentum has gained steadily since April and now over 90% of London boroughs have declared. Work has begun collaboratively across London to harmonise approaches to both gathering baseline data and dealing with the scale and depth of the issue. One of the first actions taken by London Councils on behalf of this consortium will be to call on the UK Government to provide powers and resources to address the crisis at pace.

2.3. The aim to make Ealing carbon neutral by 2030 has been considered in two parts – first, where the council has direct control over policies and resources and second, where the council is able to influence and advise. The task that lies ahead is grand, it reaches the very core of how the council approaches business and it supports the Future Ealing outcomes. The challenge is cross-cutting, affecting every aspect of council business. Success will require support within the organisation and externally from partners and suppliers. All financial expenditures and authority policies will need to complement and contribute to the delivery of the council's commitment to reduce carbon emissions.

2.4. In July 2019, officers presented an initial briefing to the Overview and Scrutiny Committee. The briefing aimed to ensure the cross-party committee understood the scale of the crisis and invited them to bring ideas to contribute to the solution. Over one hundred ideas were gathered to shape the policies, projects, partnerships and communications required to address the emergency. These ideas, alongside those offered by Ealing Transition (a local low carbon resident group) and the council's senior management team make up a long list that will be analysed as part of the forthcoming Climate Emergency and Sustainability Strategy development.

2.5. It is important to note that the Climate Emergency and Sustainability Strategy will form the council's response, but it will take a cross-borough, multi-agency

approach including businesses, educational institutions, partnerships and community leadership to tackle the scale of the challenge.

2.6. Local authorities have a unique role to play in the climate change agenda including with a variety of powers and tools including setting policy, influencing new development and infrastructure, leading communities, managing public land and assets and commissioning a range of services for the public. Leading on the agenda is the council's greatest strength. Ecologist and Stroud Councillor, Simon Pickering, has identified a road map of nine key actions required by local authorities to become carbon neutral:

2.6.1. Complete shift to **zero carbon electricity generation** – produced both locally and nationally

2.6.2. **Manage electricity demand** and implement energy storage solutions

2.6.3. Significantly **improve building energy performance** through retrofit

2.6.4. Ensure **all new builds reach their energy and carbon saving potential** through planning authority and capital expenditure

2.6.5. **Decarbonisation of heat** for buildings, hot water and industry

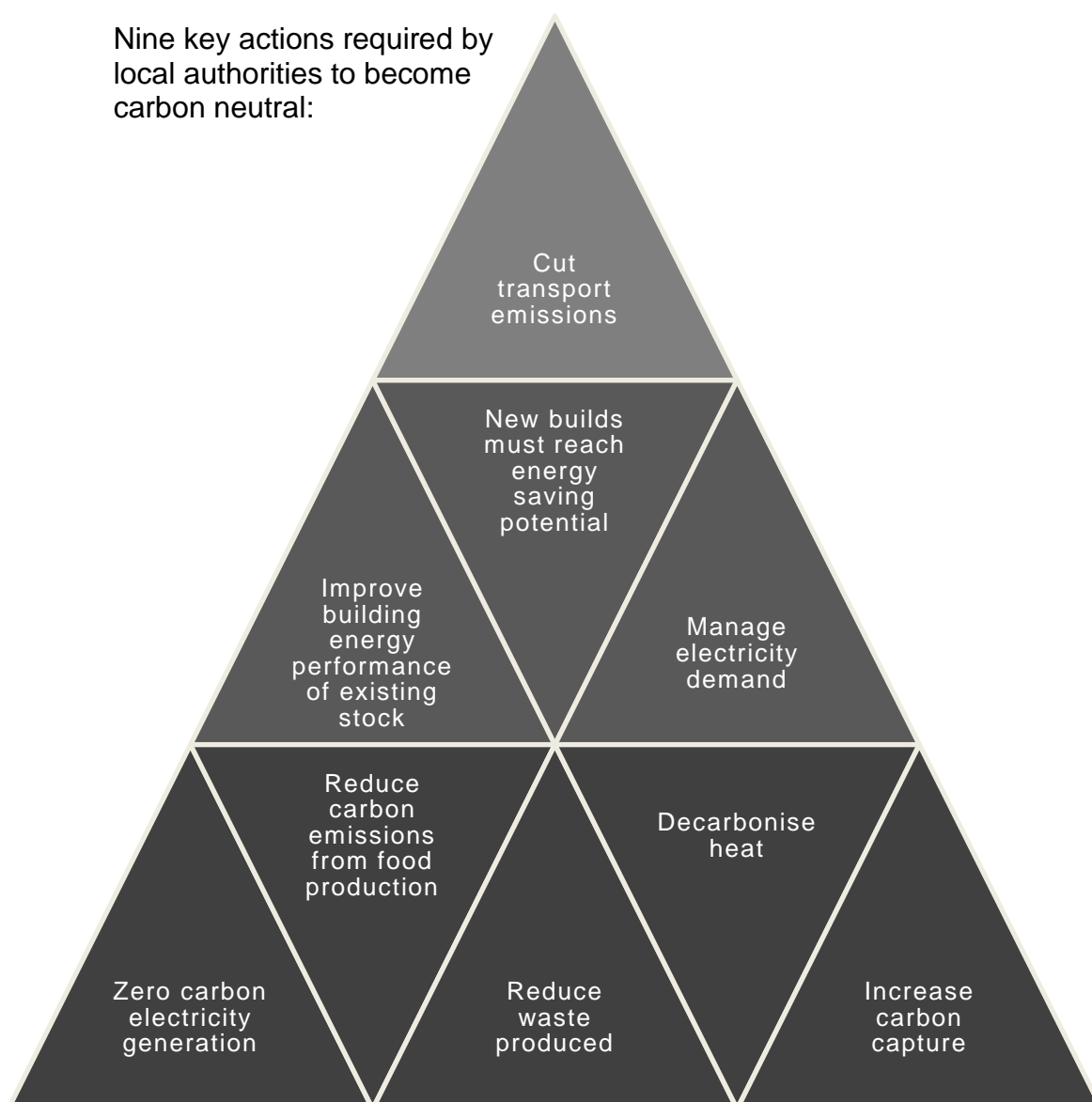
2.6.6. **Cut transport emissions** drastically with a step change to walking, cycling and public transport – and transition all essential vehicles to electric

2.6.7. Dramatically **reduce carbon emissions from food production** and agriculture

2.6.8. **Reduce waste produced** and process waste with lowest carbon emissions possible – transport, processing, food waste, etc.

2.6.9. **Increase carbon capture** through tree planting, land management and keeping pace with technological advances

Nine key actions required by local authorities to become carbon neutral:



2.7. Drawing from local and global case studies and input from senior management, officers identified five critical channels for the council to focus its resources to address climate change in a swift and meaningful way:

- Energy
- Transport
- Food Systems
- Waste
- Green Spaces and Green Infrastructure

2.8. Chart 1 shows UK emissions of CO₂ by end user segment. The five channels the council has chosen to focus generally relates to the national picture in the following ways:

2.8.1. Energy – residential/business/industrial practices

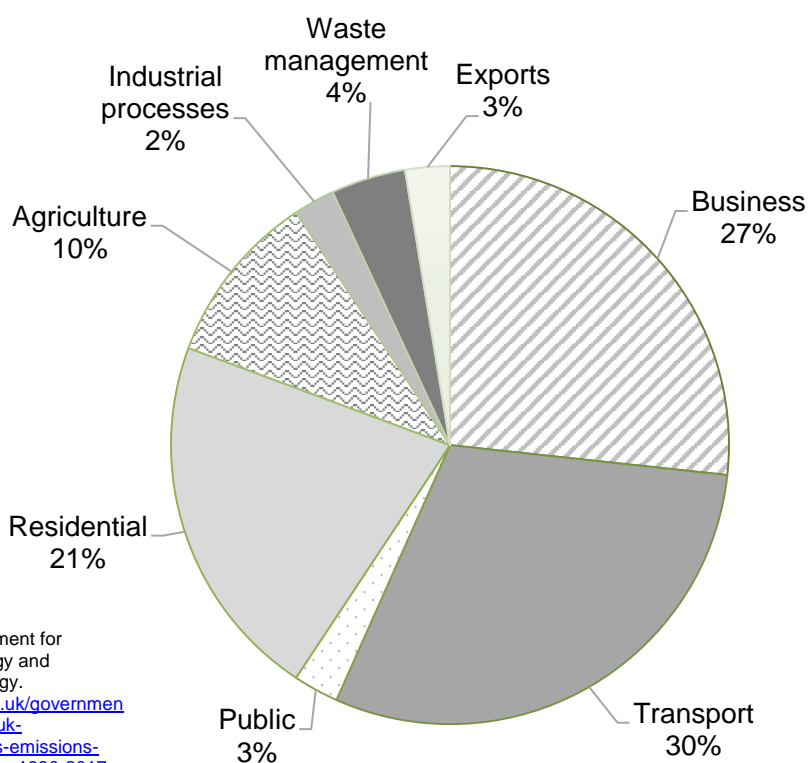
2.8.2. Transport – transport

2.8.3. Food systems – agriculture

2.8.4. Waste – waste management

2.8.5. Green spaces and green infrastructure – agroforestry (which does not appear because it makes a positive contribution to mitigating greenhouse gas emissions)

Chart 1. UK emissions of carbon equivalent greenhouse gases (CO₂e) by end user 2017



Source: Department for Business, Energy and Industrial Strategy.
<https://www.gov.uk/government/statistics/final-uk-greenhouse-gas-emissions-national-statistics-1990-2017>

2.9. Using these five critical channels as a framework, officers will develop the council's Climate Emergency and Sustainability Strategy over the next eight months. A working group for each of the five channels, including stakeholders within the council alongside resident and businesses across the borough, will develop the detailed strategy. Progress of the strategy will be shared regularly with the council's leadership team through an oversight panel.

2.10. Preliminary information has been gathered internally to shape what is required to comprehensively address the emergency. A summary table of this work, which is considered the framework for the strategy, is found in Appendix 1.

2.11. Importantly, the council should note that the organisation has a history of delivering projects and policies that support environmental sustainability.

2.12. The council's housing stock has been extensively fitted with solar panel systems that provide green electricity to 500 homes. Council offices have saved significantly on energy consumption and bills from improvements and better management over the past five years. The Cowgate Day Centre

retrofitted to achieve a 49% reduction in energy consumption since 2014/15. A community energy programme, led by Ealing Transition, has installed solar panels on 13 schools in the borough at no cost to the schools.

- 2.13. Teams have worked collaboratively to support the transition to sustainable transport by offering cycle confidence training, building segregated cycleways and improving the town centre experience for pedestrians. A network of electric vehicle charging points has come together rapidly over the past eight months and will continue to grow. This helps to enable the council's own fleet to transition to electric vehicles.
- 2.14. Food growing on public land, led by community groups, has sprung up across the borough, including on housing estates. New food growing partnerships with schools are taking hold as a pathway to health and wellbeing for young people.
- 2.15. The council's recycling rate ranks 2nd in London. Fortnightly collections have reduced vehicle movements throughout the borough benefitting road safety, air quality and carbon emissions.
- 2.16. Parks continue to engage residents in the developing a sense of pride and vision for their local landscapes. A partnership with Trees for Cities planted 50,000 new trees in the borough. An £830K River Brent restoration project with Thames 21 will add flood resilience and improve habitat to encourage greater biodiversity. More of these successes are noted in the "Progress to Date" column of Appendix 1.
- 2.17. While it is important to celebrate the council's foundational successes, the call to action is to act in a focused and urgent manner to pull this thinking to the forefront of all council service delivery and business practices.
- 2.18. The council has committed to treat climate change as an impending crisis, where a swift, intensive and substantial response is compulsory.
- 2.19. Timescale for development of Ealing's Climate Emergency and Sustainability Strategy
 - Working groups November 2019 – April 2020
 - Consultation April/May 2020
 - Council adoption July 2020
- 2.20. Next steps
 - 2.20.1. Gather data to establish current carbon emissions across the various sectors within the borough including Council's own estate, schools, homes, business and transport.
 - 2.20.2. Gather information on the initiatives and ideas to establish factors including carbon reduction impact, speed of carbon reduction and cost so they can be prioritised.
 - 2.20.3. Set up working groups with internal and external stakeholders to develop the initiatives and ideas into projects with resources required and timescales identified.

- 2.20.4. Identify funding needs and sources, including the carbon offset fund, which is accrued through development failing to reach zero carbon targets.
- 2.20.5. Continue studies and other evidence gathering for Local Plan updates related to climate change.
- 2.20.6. Collaborate with other local authorities to share knowledge and find efficiencies.
- 2.20.7. Return to cabinet in summer 2020 to adopt the council's Climate Emergency and Sustainability Strategy.

3. Key Implications

3.1. Financial

3.2. Financial impact on the budget

- 3.3. Financial implications will be quantified when new projects and policy proposals aligning with a zero-carbon future have been identified. Council will ensure that maximum income generation and external funding opportunities are explored to finance proposals that deliver the strategy. These will be reported in the future update reports.
- 3.4. Any additional funding requirement will be proposed through the Council budget setting process.

3.5. Financial background

- 3.6. External funding sources are often available for projects that deliver energy savings or flood protection, for example. The council will look to use the Mayor's Energy Efficiency Fund available to councils, where projects align with the criteria. The parks service has successfully drawn funding from Thames21 for flood protection enhancements, and the highways service has successfully bid for DEFRA funding to update the understandings of critical drainage areas in Ealing.
- 3.7. This agenda challenges the council to make a paradigm shift, using life-cycle analysis to forecast the long-term financial implications and subsequent outcomes.

3.8. Legal

- 3.9. The Climate Change Act 2008 is the basis for the UK's approach to tackling and responding to climate change. It requires that emissions of carbon dioxide and other greenhouse gases be reduced and that climate change risks are prepared for. The Act also establishes the framework to deliver on these requirements.
- 3.10. The Climate Change Act commits the UK government by law to reducing greenhouse gas emissions by at least 100% of 1990 levels (net zero) by 2050.

3.11. Value For Money

- 3.12. One aim of the strategy will be to quantify the projects and policies delivering the best value over the long term and making strategic investment.
- 3.13. Best value will not always mean the lowest immediate financial cost to the council, but it will deliver the greatest benefit to residents, the environment and the local economy over time. Officers will seek to identify co-benefits of working on the climate change agenda, which may be health, biodiversity, community cohesion, housing and/or avoided future costs.

3.14. Sustainability Impact Appraisal

- 3.15. Acting now on climate change will dramatically improve the council's environmental performance.

3.16. Risk Management

- 3.17. According to the IPCC report in October 2018, climate models project robust differences in regional climate characteristics between present-day and global warming of 1.5°C, and between 1.5°C and 2°. These differences include increases in: mean temperature in most land and ocean regions (high confidence), hot extremes in most inhabited regions (high confidence), heavy precipitation in several regions (medium confidence), and the probability of drought and precipitation deficits in some regions (medium confidence).
- 3.18. The council would expect the following outcomes, identified by the UK's Committee on Climate Change, if carbon emissions are not drastically reduced by 2030:
- Climate extremes. Temperature extremes are expected to increase by 2-3 times the increase in global average temperature between 1.5°C and 2°C. Around 420 million fewer people would be exposed to extreme heatwaves if warming was kept to 1.5°C than 2°C.
 - Ecosystems. Risks of species extinction on the land and in the ocean are lower at 1.5°C than 2°C. For example, the fraction of global land area that would change ecosystem type due to climate change factors at 2°C (13%) would be roughly halved if warming was kept below 1.5°C (7%).
 - Distribution of risks. The additional increase in climate risk between 1.5°C and 2°C warming would affect poor and vulnerable people most of all. Poverty and disadvantage have increased with recent warming and are expected to increase for many populations as average global temperatures increase from 1°C to 1.5°C and higher.
 - Irreversible changes. Marine ice sheet instability in Antarctica and/or irreversible loss of the Greenland ice sheet could possibly be triggered by warming between 1.5°C and 2°C. Keeping warming as low as possible reduces the risk of triggering these large-scale irreversible shifts in the climate.

3.19. Community Safety

- 3.20. The impacts of climate change, if unmitigated will impact community safety. The council will need to prepare to deal with flooding, overheating and general antisocial behaviours if a sense of desperation ensues.

3.21. Links to the 3 Key Priorities for the Borough

- Links to Future Ealing and borough priorities are referred to throughout Appendix 1.

3.22. Equalities, Human Rights and Community Cohesion

- 3.23. Not required at this time. An equality assessment will be undertaken whenever specific proposals are made to implement the Strategy.

3.24. Staffing/Workforce and Accommodation implications:

- 3.25. At this time, no impacts have been identified.

3.26. Property and Assets

There are no direct implications arising from this report although some of the nine key actions identified above will have implications for the Council's properties.

4. Consultation

Scrutiny July 2019

Senior Management July 2019

Chief Executive briefing July 2019

Leader briefing July 2019

5. Timetable for Implementation

November 2019 – June 2020 – analysis, research and consultation

Summer 2020 – further report to cabinet

6. Appendices


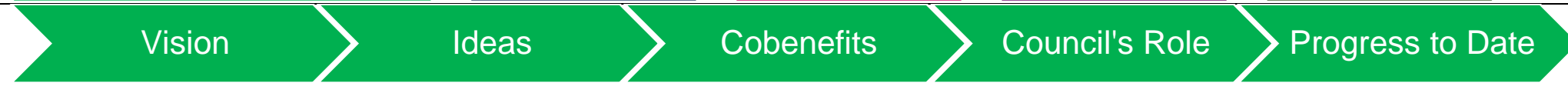
Appendix 1. Draft Strategy Matrix

Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Tony Clements	Executive Director Place	19/09/19	23/09/19 and 25/09/19	throughout
Lucy Taylor	Director	30/08/19	09/09/19	throughout
Jackie Adams	Legal Services	12/09/19	18/09/2019	throughout
Yalini Gunarajah	Finance Officer	12/09/19	25/09/19 and 2/10/19	3.1
Chris Welsh	Parks	09/09/19	17/09/19	Appendix 1
Catherina Pack	Waste and Recycling	09/09/19	17/09/19	Appendix 1
Russell Roberts	Transport	09/09/19	18/09/19	Appendix 1
Risa Wilkinson	Corporate energy	09/09/19	08/09/19	throughout
Tania Jennings	Domestic energy	09/09/19	08/09/19	throughout
Steven Meah Simms	Policy and Performance	09/09/19		
External				
Trever Sharman	Ealing Transition	19/09/19		

Report History

Decision type:	Urgency item
For information	
Report no.:	Report author and contact for queries:
	Jo Mortensen, Sustainability Programme Manager

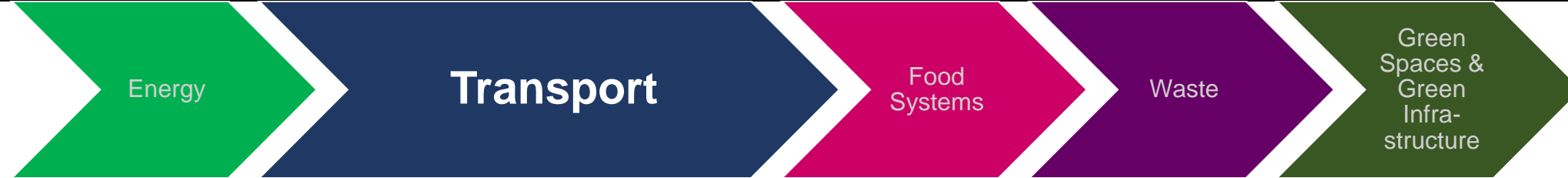

				
				
<ul style="list-style-type: none"> • Eliminate on-site combustion for heating homes, businesses and water through improving efficiency and reducing carbon intensity of fuel. • The council will radically improve energy efficiency within its corporate and housing portfolios through deep retrofit and high-performance new build. • With energy consumption minimised, on-site renewable energy generation from e.g. solar PV is able to generate a good proportion of the council's energy requirement, with Power Purchase Agreements from other renewable generators providing the balance. 	<ul style="list-style-type: none"> • The redeveloped Perceval House should be designed and built to be as carbon neutral as possible. • Expand low carbon district heating networks in the borough. • As the emission factors of electricity reach parity with gas, natural gas heating and hot water systems will be replaced or made more efficient with ground/air/water heat pumps. • Strengthen our planning policy so that all new developments are built to be as carbon neutral as possible. • Increase communication and education so local businesses and residents are aware of the 	<ul style="list-style-type: none"> • Improved Air quality through cleaner energy sources, increased ventilation and building fabric, and incorporation of greening methods (such as green roofs and walls) into regeneration projects. • Fewer disruptive maintenance visits to council housing • A growing low carbon sector creates jobs and opportunities for Ealing residents to reduce poverty and increase incomes, a Future Ealing outcome. • Meets Future Ealing targets for apprenticeships and empowering residents seeking career changes and upskilling. 	<ul style="list-style-type: none"> • Leadership • Regulation • Policy Setting • Incentivising • Signposting • Communications • Procurement • Planning • Planning Enforcement • Housing Asset Management • Maintenance/Repair/Voids • Housing Regeneration • Building Control • Sustainability/Energy Manager • HR 	<ul style="list-style-type: none"> • Viability Studies on fabric-first regeneration (EnergieSprong, EnerPhit, Airspace transformation) • Integrating Energy Efficiency measures into routine maintenance and Handy Person visits • Replacing lighting with LED and motion-controlled lighting • Taking part in the Mayor's Energy for London energy company (begins Dec 2019) • Upgrading Ealing's street lighting to LED, decreasing electricity consumption by more than a half. • Installing 288.53kWp solar PV capacity at Ealing's Corporate sites,

Appendix 1. October Cabinet Report – Draft Strategy Matrix

	<p>importance of carbon reduction and the steps needed to achieve it.</p> <ul style="list-style-type: none"> • Switch off/power down days • The Council should be seeking to gradually increase the EPC rating of its own buildings through energy efficiency upgrades. • Divest from fossil fuels in pension schemes • Renewable generation capacity should be maximised throughout the borough, including on the Council's own buildings, schools, shopping centres and other available roof spaces. Policy should ensure that all new developments, even single units, will require maximum renewables generation capacity. • Where carbon emissions cannot be decreased further through reduction or efficiency measures, borough emissions will be offset through investment in renewable generation capacity outside of the borough. 	<ul style="list-style-type: none"> • Fuel poverty alleviation through energy efficiency measures, lower energy costs achieved through collective switching programs, and behavioural counselling to ensure that residents understand how best to use their heating controls • Energy efficiency improvements to the Council's own buildings have many co-benefits such as thermal comfort, improved lighting levels and elimination drafts which can be significant improvements for staff and service users in the buildings. This can make a real contribution towards the Future Ealing outcome of children and young people fulfilling their potential at sites serving children. • Increased flexibility in ways of working, telecommuting, homeworking can improve wellbeing and staff morale • Minimising carbon emissions from the Council's own buildings 		<p>capable of generating 269,000kWh electricity a year</p> <ul style="list-style-type: none"> • Installing solar PV at 500 Council owned domestic properties • Using the RE:FIT programme to improve the energy efficiency of Perceval House and Ealing Town Hall, saving 3GWh a year and £1.2m overall spend. • Upgrading boilers and heating controls to modern, energy efficient systems at sites across the corporate portfolio, saving around a third gas consumption each time.
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Appendix 1. October Cabinet Report – Draft Strategy Matrix

		<p>reduces Ealing's environmental footprint, a Future Ealing outcome and leading by example provides a pathway for the rest of the borough.</p> <ul style="list-style-type: none">• With appropriate policy and support there could be an industrial boost to the UK from being one of the early movers in some key sectors (e.g. engineering for low-carbon technologies, carbon capture and storage), with potential benefits for exports, productivity and employment.		
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<ul style="list-style-type: none"> • Reduce the dependency on motorised vehicles by moving trips, particularly the shorter ones, to active travel using more sustainable modes (walking, cycling and public transport) through behaviour change. • Electrify all new cars and vans (or use a low-carbon alternative such as hydrogen) and expand charging infrastructure to include innovative energy storage. • Minimise flying, especially long-haul, where possible. Opting for rail or non-combustible fuel public transport options, where possible. 	<ul style="list-style-type: none"> • Improve cycling facilities across the borough including segregated lanes, enforcement of no-stopping on cycle lanes, more and secure cycle parking. • Replace fleet cars with electric vehicles and other low carbon technology, replacing vans and HGVs where possible, serving as a driving force in encouraging and incentivising borough-wide fleet replacement. • Continue to utilise commercial partners to implement EVCPs, as this lessens the financial risk to the council • Plant trees and hedges at the sides of roads to capture pollutants, mitigate road run off and 	<ul style="list-style-type: none"> • Replacing ICE vehicles with electric and hydrogen powered vehicles will be an immediate improvement in air quality and respiratory health for residents. • Electric vehicles with large enough batteries and sufficient recharging infrastructure provide a superior driving experience, including a quieter journey and with significantly lowered health impacts as compared to ICE vehicles. • Electric vehicles currently benefit from capital subsidies and lower fuel and vehicle taxation. Each of these may be phased out in the long run as electric vehicles 	<ul style="list-style-type: none"> • Leadership • Regulation • Policy Setting • Incentivising • Signposting • Communications • Transport Planning • Highways • Parking • Parks • Procurement • Planning • Planning Enforcement • Regulatory Services • Housing Regeneration • Building Control • Sustainability/Energy Manager • HR 	<ul style="list-style-type: none"> • 20mph borough • EV charging points – 130+ (May 2019) • Parking charges commensurate with vehicle emissions • Cycle library & cargo bike hire schemes • Cycle training – adults and children • Successful bid to update our understanding of critical drainage areas in Ealing (SUDs) • Flexible working encouraged as part of the New Ways of Working strategy

Appendix 1. October Cabinet Report – Draft Strategy Matrix

	<p>prevent flooding on transportation routes.</p> <ul style="list-style-type: none"> • Install Sustainable Urban Drainage Systems (SUDS) or swales on roads to mitigate flood risk and the environmental effects of stormwater and rainwater runoff, including drainage of emissions from internal combustion engine (ICE) travel into the water table. • Encourage remote working and flexible working hours to reduce travel to and from offices, as well as non-peak time travel. • Enforce planning policy requiring cycling parking and EV charge points on all new developments including homes to encourage the transition to EVs throughout the borough. • Create car-free estates, increased walkability and pedestrianisation of communities, emphasising biodiversity and the urban ecosphere in both new builds and regeneration projects. 	<p>reach cost parity. By 2050, the Climate Change Commission expect the shift to low-carbon options like electrification to cut the annual costs of UK transport by around £5 billion. That can be achieved while maintaining transport's tax contribution and allows for the costs of charge-points and other infrastructure. Increased modal transportation will contribute both to improved air quality and increased health in those taking part in active transport, including cycling and walking.</p> <ul style="list-style-type: none"> • Sustainable transportation reduces noise pollution, impact on the built and natural environment, and requires less infrastructure maintenance than vehicle travel. • The UK cycle industry is worth three times more than the UK steel industry and employs twice as many people. Cycling related 		
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Appendix 1. October Cabinet Report – Draft Strategy Matrix


	<ul style="list-style-type: none"> • Restructure cycle lanes to be more visible, segregated, and safer for cyclists and motorists alike. • Promote cargo cycles as an alternative to motorised delivery scooters, targeting recent uptick in food delivery services. • Increase the number of car-free days, pedestrianising main thoroughfares in the borough, allowing only buses and emergency vehicles. • Introduce work-place parking charges, congestion charging and/or emission based road charging, recycling funds into active travel and public transport initiatives. • Require all taxis to be EVs through a licensing program. • Ensure that all buses operating within the borough are either electric or hydrogen fuel (used making electrolysis powered by renewable energy) through the 	<p>businesses currently generate at least £5.4 billion for the UK economy each year, and they sustain 64,000 jobs.</p> <ul style="list-style-type: none"> • Traffic congestion will be lessened as modal transportation increases and carpooling and sharing become more embedded into urban settings, minimising time lost during travel, reducing traffic noise and GHG emissions, and increased health of travellers. • Decreased reliance on fossil fuels and displacement of existing import networks from unstable global regions through the promotion of biofuels and electric vehicles will result in a safer global market and healthier environment as carbon intense oil extraction is reduced. • A substantial number of people are employed in the formal and informal public transport sector. A shift to public and shared transport modes is likely to generate additional 		
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Appendix 1. October Cabinet Report – Draft Strategy Matrix

	<p>Buses Act to work in partnership with existing bus companies.</p> <ul style="list-style-type: none"> • Repair and update pedestrian walkways, increasing uniformity of surfaces over cobblestones/pavers, to increase safety and accessibility. Increase safe crossing points for pedestrians. • Create car-free residential areas as part of filtered permeability schemes (bollards which close roads to vehicle traffic using bollards, but which allow cyclists and pedestrians to cross and can be lowered for emergency vehicles). • Expand Ultra Low Emission Zones (ULEZs) in town centres, minimising or banning deliveries during the day or on low air quality warning days. • Create “Mini-ULEZs” around schools, where possible, to minimise vehicle traffic during school hours. • Support introduction of shared taxi/on demand 	<p>employment opportunities in this sector.</p> <ul style="list-style-type: none"> • Focusing on sustainable transport and tackling congestion can create a better place to do business. • Mitigation strategies that foster multi-modality are likely to foster improved access to transport services particularly for the poorest and most vulnerable members of society. Improved mobility usually helps provide access to jobs, markets, and facilities such as hospitals and schools. 		
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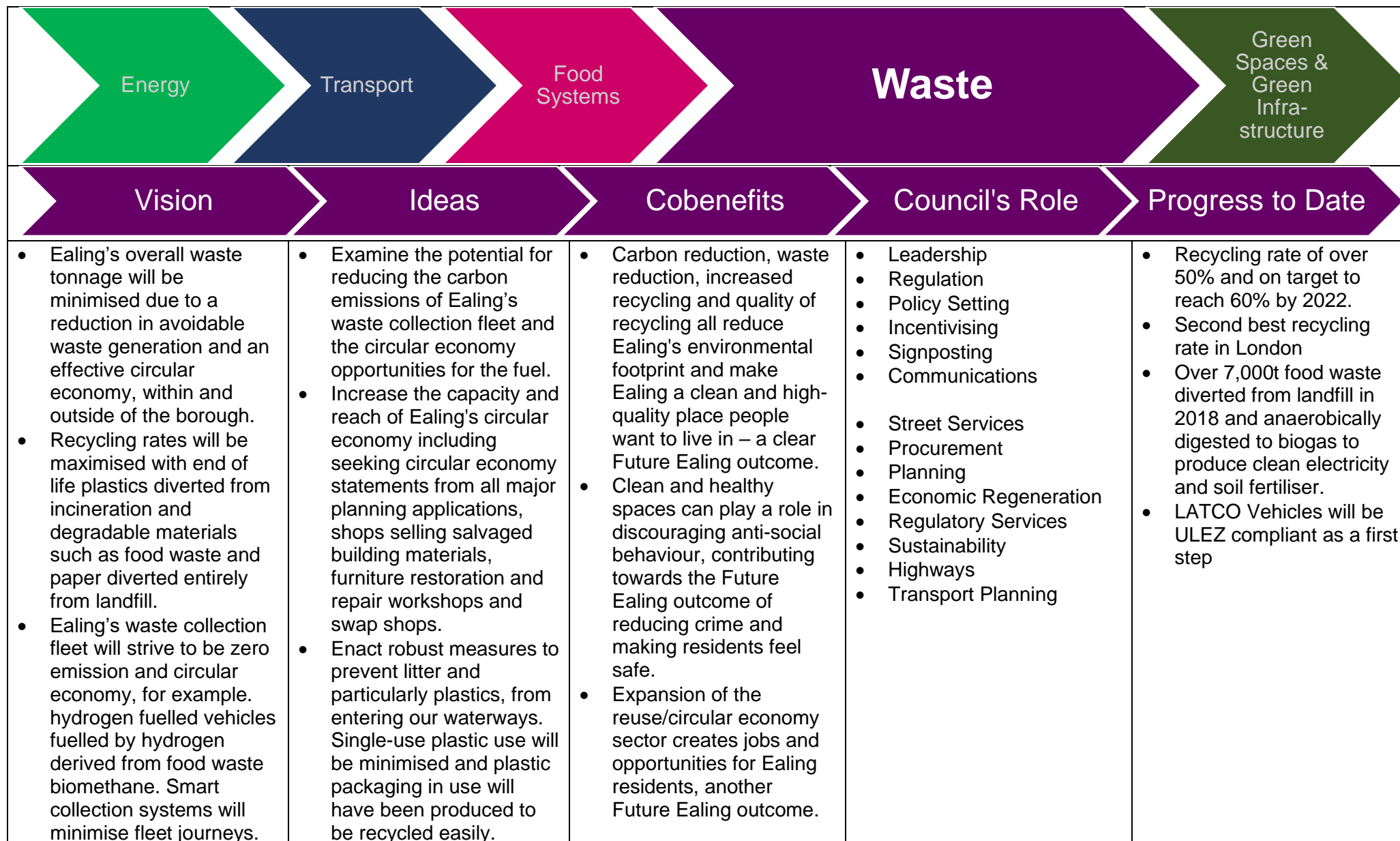
Appendix 1. October Cabinet Report – Draft Strategy Matrix

	<p>bus services for accessing local services and businesses.</p> <ul style="list-style-type: none">• Discourage idling vehicles and loitering through expanded reporting networks and public information campaign.• Oppose expansion of air travel and airports within local plans.			
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Vision		Ideas	Cobenefits	Council's Role	Progress to Date
<ul style="list-style-type: none">Ealing residents and businesses will strive for zero food waste and choose to eat within the EAT-Lancet Commission's Planetary Health Diet to contribute to the global 1.5-degree climate target.Locally grown food will be plentiful and accessible to all residents to purchase or help produce.		<ul style="list-style-type: none">Rethink allotment management to enhance, protect and give more people access to food growing.Review open spaces for opportunities for community food growing and orchards; support local communities to lead; connect to Transform Your Space to access supportRequire all new developments to give access to food growing through the provision of allotments or community gardens.Use only peat-free compost.Ensure all publicly procured food meets criteria that supports the Planetary Health Diet.	<ul style="list-style-type: none">Local food production contributes to the Future Ealing outcome of helping residents to stay active, healthy and independent. Nearly a fifth of parents say that they regularly go without food to ensure that their children have enough to eat, according to Public Health research. Providing opportunities to grow food locally can provide access to fresh, healthy food for everyone.Small scale, locally produced food can support biodiversityFood growing programmes contribute to community building by providing places to learn, exchange information and take pride in the	<ul style="list-style-type: none">LeadershipPolicy SettingSignpostingCommunicationsParksProcurementPlanningPlanning EnforcementHousing RegenerationSchools – Ealing Learning Partnership	<ul style="list-style-type: none">New orchards have been created, notably through the Hanwell and Norwood Green Orchard Trail.Supporting and working to sustain existing and new food growing provisions with organisations, such as the Horsenden Farm, Ealing Transition and Ealing Allotment Partnership.

Appendix 1. October Cabinet Report – Draft Strategy Matrix

	<ul style="list-style-type: none"> • Expand access to market for local food suppliers by encouraging more farmers markets and direct connections to local businesses. • Support food distribution organisations currently operating in the borough to ensure local connections between Ealing businesses and Ealing residents in need. • Communications and community engagement: provide robust information on home composting; provide information on the Planetary Health Diet; encourage home grown food growing with information and workshops; work with Ealing Transition and other local “friends” groups to support food growing across communities 	<p>outcomes. This directly relates to Future Ealing outcome of a clean and great place to live.</p> <ul style="list-style-type: none"> • Local small-scale farming supports small business and directly relates to the Future Ealing outcome of growing the economy, creating jobs and opportunities. • Excess food that is redistributed can help tackle food poverty and hunger in disadvantaged communities. This directly contributes to the Future Ealing outcome to help residents to stay active, healthy and independent. • Eliminating food waste from our waste stream greatly reduces carbon emissions released when food decomposes. 		
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Appendix 1. October Cabinet Report – Draft Strategy Matrix

	<ul style="list-style-type: none"> • Local reprocessing for all appropriate material streams to minimise the transport emissions associated with reprocessing. • Reduce plastic consumption including supporting incentives for zero/ reduced plastic packaging for shops and restaurants; banning some single use plastic items such as bags and straws; adult learning cooking classes to show how easy it is to cook from scratch rather than purchasing packaged meals. • Minimise food waste and maximise recycling of unavoidable food waste including commercial food waste recycling; support unused food to distribution hubs and food banks. • Ensure the Council leads from the front, including minimising waste; maximising recycling and banning single-use plastics from council facilities and events. 	<ul style="list-style-type: none"> • Zero emission vehicles have benefits for local air quality, improving the health and wellbeing of residents, contributing to the Future Ealing outcome of a clean and high-quality place to live. 		
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Appendix 1. October Cabinet Report – Draft Strategy Matrix

	<ul style="list-style-type: none">• Increase awareness on reducing, repairing and reusing as well as recycling; business recycling; recycling in schools; Love Food Hate Waste and how to recycle better to reduce contamination.• Support reprocessing capacity including anaerobic digestion for the production of biogas locally or nearby to reduce the emissions associated with transport.			
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Appendix 1. October Cabinet Report – Draft Strategy Matrix

				
				
<ul style="list-style-type: none"> The council and residents will create and maintain high quality, climate resilient open spaces. Green spaces of all sizes will provide carbon storage, water retention, urban cooling and habitats that enhance biodiversity. 	<ul style="list-style-type: none"> Restore habitat on a large scale to create or improve biodiversity corridors. Look at opportunities along waterways and identify keynote species as indicators of healthy habitats and biodiversity. Scale up tree planting (2017 data shows 43,947 council-owned trees; representing a 2.7% canopy cover) Expand wildflower meadows and rough grassland management schemes to store carbon and reduce emissions associated with grounds maintenance Measure the full carbon storage of parks Implement pocket parks through street closures Eliminate the approval of crossovers into gardens to 	<ul style="list-style-type: none"> High quality green spaces benefit physical and mental health within communities. Parks, allotments, cemeteries and conservation areas encourage active lifestyles and community connections. This relates directly to the Future Ealing outcome of helping residents to stay active, healthy and independent. According to Defra's Climate Change Plan, if everyone had access to sufficient green space, the benefits associated with increased physical activity could save the UK health system £2.1 billion per year. Green spaces work hard as "green infrastructure" – providing clean and cool air and retaining water after rainfall. Greening cities will help communities deal with 	<ul style="list-style-type: none"> Leadership Policy Setting Communications Parks Planning Sustainability Highways Transport Planning 	<ul style="list-style-type: none"> Ealing has 8.4 square kilometres of parks and green spaces, 15% of the total borough area and an average of 1.97 ha per 1,000 people. Introduction of 200,000m² of flowering meadows in Parks and Housing sites Sourced £375k funding and started delivering the Greenford to Gurnell project to improve access to nature and increase biodiversity through wetland habitat and tree planting. Planted more than 50,000 trees through Trees for Cities partnership agreement Introduction of multiple SUDS schemes to capture and retain rain and ground water in Parks.

Appendix 1. October Cabinet Report – Draft Strategy Matrix

	<p>protect habitat in front garden; support the restoration of paved gardens to expand habitats</p> <ul style="list-style-type: none"> • Planning applications: maintain a policy of no net loss of green space; apply a local urban greening factor to increase new green amenities rather than no net loss position, clear ask • Communications and community engagement: develop a schools' curriculum to support the protection of green spaces in the borough; maintain close relationships with Ealing Wildlife Group and Ealing Transition to generate community ownership and action; create a street warden programme to promote urban greening and resident responsibility for verges, pocket parks and other localised green spaces. • Promote and deliver the installation of green roofs through planning policy and retrofitting council buildings. 	<p>fluctuations in temperature, especially as our temperatures increase. Greening the boroughs streets and town centres contributes to the Future Ealing outcome of creating a clean and great place to live.</p> <ul style="list-style-type: none"> • Research from Yale University evidenced that an increase in the number of trees related to a decrease in violent and property crime. This supports two FE outcomes to reduce crime and help residents to feel safe and to keep young people safe. • Ealing's green spaces hold tremendous value to sustaining biodiversity. According to the World Health Organisation, human health depends upon ecosystem products and services (such as availability of fresh air, water, food and fuel sources) which are fundamental to good human health. The borough's green spaces provide numerous spaces for local food growing, which contributes to reducing "food miles" – and therefore carbon - associated with food production. 	<ul style="list-style-type: none"> • Wetland planting has also been introduced to increase the variety of habitats and biodiversity.
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Report to Cabinet

Item number: 88

Contains Confidential or Exempt Information	No
Title	Preparations for Exiting the European Union
Responsible Officer(s)	Kieran Read – Director Strategy & Engagement
Author(s)	Stuart Turner Head of Emergency Management
Portfolio(s)	Cllr Bell – Leader
For Consideration By	Cabinet
Date to be Considered	October 15 th
Implementation Date if Not Called In	
Affected Wards	All

Purpose of Report:

The purpose of this report is to update Cabinet on the ways in which the council, the services it provides, the local community and local business will potentially be impacted by the UK's withdrawal from the European Union (EU) with no deal. It also highlights the activities that have been undertaken by council to mitigate risks and prepare for leaving the EU with no deal.

Our priority is to ensure our residents are supported and the council's contingency planning is being undertaken in line with advice from the Local Government Association, London Councils, the London Resilience Forum and from guidance and instructions that are being issued by Government.

1. Recommendations

1. Note the implications for the council and the borough of the issues highlighted in report.
2. Note and endorse the actions that the council is undertaking to prepare for a no-deal Brexit.
3. Note the Ministry of Housing, Communities & Local Government has committed £0.315m of funding in the form of a one-off grant for appropriate contingency planning for exiting the European Union (EU).

2. Reason for Decision and Options Considered

2.1 At the time of writing this report there is still no clear indication on whether the UK will leave the EU with a deal or without a deal. Despite this the Government remains committed to leaving the EU on the 31st of October, with or without a deal. No deal Brexit carries a number of significant implications for the borough and Ealing Council has a responsibility to prepare for all eventualities, particularly those which pose negative implications for residents, communities and organisations. The council's ongoing work outlines how it will ensure the necessary plans and preparations are in place to mitigate any potential immediate and short-term impacts and provide support and assurance where possible. Given the significance of the issue, and the uncertainty and pace of developments the council cannot afford to 'wait and see' the outcome of national developments and therefore no alternative approach has been considered at this stage.

3. Consideration

Context

3.1 On 23 June 2016 the UK voted in the EU referendum on whether the UK should 'remain' in or 'leave' the EU. 52% of those that took part in the referendum nationally voted to leave the EU. 60% of Ealing's electorate voted

to remain in the EU in the 2016 referendum. In an April 2018 meeting of the full council a motion was backed that called for the government to guarantee the rights of all EU citizens to live and work in the UK immediately , even in the event of a no-deal Brexit; and also, to give both Parliament and the British public the final say on any Brexit deal. A paper outlining the councils' preparations for leaving the EU and mitigating potential risks was presented to Cabinet in March 2019.

3.2 The 2011 census said that 12% of the borough's population is estimated to be from the EU and the majority of coming from either Poland or Ireland. In total we believe around 55,000 EU nationals call Ealing home. Further to this business in the borough have commercial relationships with many areas of the EU. Thus, the potential implications of Brexit, particularly a no deal Brexit, for the borough are therefore significant both socially and economically.

3.3 As a result of triggering Article 50 of the Lisbon Treaty (i.e. the process of withdrawal by the UK from the EU) in March 2017, the deadline for the UK to leave the EU was 29 March 2019. In the run up to this period the council ramped up its preparations and supported weekly reporting into Government. The deadline for EU exit was first extended by the EU to 12 April 2019, on 11 April 2019, the UK and the EU27 then agreed to grant a flexible extension of the Article 50 period for six months to 31 October 2019.

3.4 The Parliamentary position is fast moving and uncertain. However, the Government has stated it is still intent on the UK leaving the EU by 31 October including with no deal if necessary. All levels of Government including local government have been instructed to prepare for this scenario. This report will provide a summary of these preparations.

Local Planning in Ealing and London

3.5 Since mid-2018 Ealing council has been coordinating services approach to contingency planning for Brexit and the focus of this planning has moved to planning for no deal. These preparations include considering the impact on

our residents, our workforce, delivery of goods and services and community cohesion.

3.6 Since July the Government has substantially increased no deal planning, which had been stood down by Theresa May's Government after the April Brexit deadline passed. The Government has, via communications from the new Secretary of State for Housing, Communities and Local Government indicated that local authorities should do likewise and plan for no deal.

3.7 In August 2019 the MCHLG asked councils to designate a Brexit lead to work with central government and oversee teams in every community who will work with stakeholders in their area to plan intensively for Brexit. In Ealing, the Brexit lead is the Director of Strategy and Engagement, Kieran Read and is supported by Stuart Turner, Head of Emergency Management Service. The Government also announced £20 million more funding for councils to prepare for a no deal Brexit with additional resourcing for port authorities. The Government has indicated that it believes local authorities are now adequately resourced for no deal planning.

3.8 To take account of the increased risk of leaving the EU with no deal Ealing has increased the tempo of Brexit Preparedness Group who will now be meeting weekly to ensure preparations for no deal remain on track. This group comprising cross service representatives provides an overview of the following:

- Better understand the likely impacts on services of Brexit.
- To raise issues to Strategic Leadership Team
- To maintain oversight of preparedness.
- To monitor and report on issues experienced by services during the run up to and the period after Brexit.

3.9 Much of the work of this group is driven by the Brexit Action Plan, attached at **Appendix 1**. This document aims to assemble a clear and concise plan for preparing the council for the impact of Brexit. It has been

updated with new priorities added while maintaining oversight of completed actions to ensure they remain effective. The council retains its separate Gold arrangements for emergency management outside of Brexit planning.

3.10 Oversight of the Brexit Preparedness Group is maintained by Strategic Leadership Team with regular briefings delivered to them to advise of progress on planning, ensure gaps are identified and to seek decisions and guidance on policy.

3.11 Many of the risks and issues associated with Brexit are regional and at a regional level for London, Contingency Planning is taking place under the auspices of the London Resilience Forum. Ealing is playing an active part to support this planning and is contributing, with all other London Boroughs, to information requests on impacts and implications as we further refine our understanding the impacts of a 'no deal' scenario.

3.12 Further to ensure that government is sited on local issues, the UK has been divided into 9 hubs, with each hub represented by a Local Authority Chief Executive. London is one of these hubs and is represented by Chief Executives of London Councils. To ensure they are aware of all the latest information a weekly reporting structure across London has been established with the first teleconference having taken place on the 10th of September

Approach to planning

3.13 The council's approach to planning for Brexit and perform its community leadership role is described as prepare, promote, engage and ensure the council, residents and businesses are informed and ready for the impacts of Brexit.

- **Prepare**

3.14 In addition to the governance measures outlined above to prepare council services for the impacts of no-deal Brexit EMS has begun the process

of fully reviewing the corporate Business Continuity Management (BCM) programme ensuring services have updated their BCM plans and identified critical services have completed their business impact assessment (BIA) with consideration to:

- Impact on staffing, recruitment and retention.
- Impact on the supply chain (internal and procured).

3.15 It should be highlighted that BCM is designed to ensure services can maintain operations in the event of short-term disruptive events until normal services can be resumed.

- **Promote**

3.16 The council as a leader of place has an important role to play in helping residents and businesses prepare and communications are central to this. The council's communication plan sets out how we are keeping our staff, residents and businesses informed about what they need to do to prepare for Brexit. We will continue to inform people about the plans the council has in place, and how and how we will seek to influence key decision-makers to work to limit any negative impacts of their decisions on the borough. The council's objectives are to:

- Ensure that all our key audiences are aware of any action they need to take and where to get help if required.
- Reassure residents that the council has plans in place for Brexit, based on the information available.
- Ensure residents and staff who are EU citizens know they are welcome in Ealing and that the council values them and wants them to stay.
- Keep staff informed of our plans, and ensure they know what they need to do to support those plans.

- Support community cohesion by identifying and explaining the contribution to the life of the borough that EU residents and businesses bring.

3.17 To this end a dedicated web page on the council's website has been created. www.ealing.gov.uk/Brexit. It holds current and relevant information for both EU residents and businesses. In addition, we have and continue continuing to use our range of communication channels including:

1. Social media to promote awareness and community cohesion messaging.
2. Around Ealing and Ealing News Extra.
3. Council Tax and Business Rate bill letters
4. The council's business e-newsletter which goes to approximately 10,000 Ealing businesses
5. Letters to residents in advance of the EU elections
6. Intranet, Inside Ealing and other staff channels

- **Engage**

3.18 As a Council we are engaging with all our communities and partners to ensure we are sharing information and are aware of the issues that will affect them. This has included meeting with voluntary and community partners, faith groups and others.

3.19 The council is engaged with regional partners and government to receive the latest information, which is cascaded to services through the Brexit Preparedness Group

3.20 At a borough level Ealing is engaging with partners through the Borough Resilience Forum and Safer Ealing partnership to understand the impact of Brexit for Emergency Services and other key partners. The issue has also been discussed at a strategic level by the Local Strategic Partnership.

3.21 Brexit is now a standing item on the Borough Resilience Forum agenda and the Council will be working with partners to develop a local risk register to identify and mitigate Brexit risks.

- **Ensure**

3.22 As a council we are working with our communities to ensure that those eligible EU nationals apply for settled status. This work has been well received and Ealing has the third highest uptake in those seeking to apply for the EU settlement scheme¹. Between August 2018 and 30 June 2019 approximately 18 150 EU residents from Ealing have applied for settled status.

3.23 The council; has a responsibility to ensure that applications for settled status are made for looked after children and care leavers who are EU nationals. Application are being made for all young people to whom the council is the corporate parent.

3.24 The council has also partnered with Ealing CVS to provide advice and support to EU nationals seeking to go through the settlement process. Ealing CVS is one of just 57 organisations selected across the country by the government to provide an EU settlement service, and it is now serving the west London area.

3.25 The council's registrars service is also on hand to support EU citizens with the identification verification process of the European Settlement Service. For a charge of £15 (pre-booked) and for £25 Saturday or a weekday drop-in appointment registrar will support EU citizens through the process.

3.26 To ensure that Ealing is prepared for the impacts of Brexit and other disruptive events, the council has instructed services to review business

¹ <https://www.gov.uk/government/statistics/eu-settlement-scheme-quarterly-statistics-june-2019>

continuity plans as part of the annual review and has convened a Brexit preparedness group for services to support planning for a no-deal scenario. Details are summarised in the action plan, but Brexit specific actions have included:

- Engaging with technology providers to ensure GDPR compliance post Brexit.
- Identifying businesses who export food and animal products to the EU and sharing details with Government so that they can target information.
- Engaging with providers of key council responsibility e.g. providers of school meals to ensure the council can meet its responsibilities
- Engaging with Ealing foodbank to understand the current picture and future capacity to support vulnerable households

Impacts and Risks for the Council

3.27 Leaving the EU with no deal will have a big impact on Ealing, on our businesses, and on our communities, and there are many risks involved. The recent publication of the Yellowhammer report has shown the significant expected impact of leaving the EU with no-deal. While the Yellowhammer report states these are worse case scenarios in the event that these risks materialise, they will be significant and beyond the ability of the council to effectively mitigate. This is due to the fact that they relate to factors including the national immigration regime, value of sterling on international currency markets, international trade and the behaviour of foreign Governments and international companies as well as domestic Government, business and consumers. This means that while the Council has focussed on mitigating risk for community and business, in the event of a no deal Brexit the mitigations the council can deliver will not mitigate all risks. However, we believe the actions that we have taken ensure that we are well prepared as we can be within the constraints and resourcing available.

3.28 Local planning to understand the potential impact and risks from Brexit has been based on the council's corporate risk assessment process.

It must be noted that risks are continually evolving as new risks are identified and mitigation is added. The risks that this register identifies have been discussed with senior officers within the council, the Chief Executive and presented to Strategic Leadership Team. Ealing has also undertaken a review of the key impacts on services and identified cross-cutting risks that will affect multiple services. These have been broadly divided into risks that may manifest directly after Brexit, those that will impact over the medium term and those that will appear over a longer period.

Week 1 after the EU exit

3.29 Leaving the EU on the 31st of October should be seen in the context of:

- Beginning of Winter, which will lead to the usual pressures on NHS and Social Services
- Growing season for the UK would have ended
- Seasonal events e.g. Halloween and Remembrance
- The sustained reduction in resources for local government and the reduced financial resilience that the council has to withstand shocks.
- Risks listed below will likely to occur concurrently and not in isolation.

Key Council and Community Risks

Period	Risk	Mitigation
Day 1 – 30 after EU exit Short term risks	Disruption to food supplies leading to increase in food prices for some foods. Risks to service delivery where the council is responsible for providing	Modest funding has been set aside to support foodbanks should an increase in costs lead to supply issues and risk to vulnerable residents.

	<p>food e.g. schools, retains responsibility e.g. ASC and more widely to vulnerable residents</p>	<p>We have received assurance from the Harrisons that they have plans in place to ensure school meals are maintained.</p> <p>Social services have been allocated funding to recruit additional staff to monitor and engage with social care supplies to ensure they have robust plans in place to cover all eventualities including provision of food to service users.</p>
<p>Day 1 – 30 after EU exit</p> <p>Short term risks</p>	<p>Disruption to fuel supply may impact on cost and service delivery via suppliers as well as direct delivery by Ealing council.</p>	<p>Reviewed the fuel shortage plan. It is noted that government must declare a fuel emergency before plan can be activated.</p> <p>Liaison with suppliers to ensure they have contingencies in place.</p> <p>Many council staff could work remotely if needed.</p>
<p>Day 1 – 30 after EU exit</p> <p>Short term risks</p>	<p>Increase in community tensions leading to civil unrest, rise in hate crime and increase in extremism.</p>	<p>Proactive communications plan focussing on inclusion/</p> <p>Engagement event with VCS & faith and community</p>

		<p>leaders on 2 October with planned follow up.</p> <p>Prevent team has established means to monitor and address community tensions.</p> <p>Monitor and report on any rises in hate crime</p>
<p>1 – 6 Months</p> <p>Medium term risks</p>	<p>Rising provider costs could lead to failure of a care provider, difficulties for providers to retain and recruit staff and a gradual decline in quality of services.</p>	<p>Keep up to date with and continue to follow advice and guidance from the Department for Health and Social Care and the Department for Education.</p> <p>Communicate with local providers and escalate any concerns immediately to the Department for Health and Social Care and Department of Education. Additional resource has been allocated to support this activity.</p> <p>Update business continuity plans in case of provider failure</p>
<p>1 – 6 Months</p> <p>Medium term risks</p>	<p>Work Force</p> <p>Many sectors are reliant on EU staff, including the health, care, hospitality and</p>	<p>Promotion of the EU settlement scheme to all staff, and to the public</p>

	<p>environment sectors.</p> <p>Future immigration rules are likely to allow recruitment for higher-earning jobs, but lobbying has already begun for the earning limits to be decreased.</p>	<p>Work with specialist organisations (ECVS) to promote the EU settlement scheme to the harder to reach population</p> <p>.</p>
<p>1 – 6 Months</p> <p>Medium term risks</p>	<p>If enforcement bodies do not ensure compliance with regulations, the UK will become a priority destination for substandard, unsafe or counterfeit goods.</p>	<p>Increase in staffing for regulatory services to ensure they have capacity to manage an increase in demand on their service,</p>
<p>6 month – 1 year</p> <p>Long term risks</p>	<p>Economic risks</p> <ul style="list-style-type: none"> - such as loss of planning income - Increase in costs for construction projects - Increased supplier costs reflecting wage and import cost rises - Increased costs for items paid for in foreign currency (e.g. ICT licensing) - Impact to public finances 	<p>While the risks can be identified they will prove difficult to mitigate against if materialising at scale.</p> <p>Support LGA and London Council calls for councils to be supported with resources</p>

Next Steps

3.30 Over the coming months the Council will continue to prepare for implications of Brexit on the borough in the light of the best information it has

available. As reflected through the work of the Brexit Preparedness Group, the Council has maintained that there are broader risks attached to Brexit that go beyond mitigation through short term business continuity solutions.

3.31 The council further supports the LGA position that in the event that the UK does leave the EU this must not simply represent a repatriation of sovereignty to the UK but be accompanied by a devolution of authority within the UK to local level including to local authorities and a commitment to involving local government in the design of future policy solutions.

4. Financial, Resource and Property Implications

4.1 The Government has recognised that leaving the EU will impact local authorities, and has assigned a sum of money, which it has distributed, to the local authorities in the UK. We have set aside our allocation and will use Brexit Risk Register to recognise how leaving the EU impact on Ealing and determine how the money should be used.

Budget

4.2 The council has been promised £0.315m to support appropriate contingency planning for exiting the EU. £0.210m has been received and a further £0.105m has been promised to the council to support preparations for no deal Brexit. While the extra funding is welcome given the severity and nature of risks identified above it is unlikely to mitigate fully against the risks of a no deal Brexit if they manifest in full.

4.3 SLT has agreed the following framework to ensure that the council is able to maximize the use of this resource. Before accessing the fund, the following should have been investigated:

1. Tap into additional funds where available e.g. the Food Standards Agency
2. Record activity to support one off/new burden bid to Govt

3. Prioritized use of the £0.315m we have been allocated as follows:

- Priority activity once channels above exhausted
- Political priority/direction

Request for access to Brexit Fund

4.4 The following allocations have been approved by SLT through this framework.

Service	Need	Amount requested
Regulatory Services	<p>Request for funding to support the increase in the number of Regulatory Services Officers as the expected impact of Brexit on the service has been raised as a high risk on the Brexit Risk register.</p> <ul style="list-style-type: none">- The following impacts relating to Brexit are expected:- Extra work/training for staff to understand legislative- Increase in requests for help and advice from businesses- Need to increase inspections etc. to ensure awareness and compliance, all of which will increase demand for our regulatory services.- There is also a reputational risk that If enforcement bodies do not ensure compliance with regulations, the UK will become a priority destination for substandard, unsafe or counterfeit goods. <p>The request to access £100k for 2</p>	£0.1m

	regulatory officers for 1 year to manage the transition of the regulatory legislation, respond to the expected increase in demand and to make the service more resilient to staff changes.	
Social Services	<p>The social care system is already fragile with some providers failing in recent years due to financial pressures. Any impacts are on the system are likely to emerge over a period of months due to issues such as inflation and workforce availability. Winter weather illness could increase pressure on the system resulting in a rise in fatalities. Any failures would increase demand on other providers, local authorities and quite probably the NHS. Should the flu vaccine and other medicines not be available this could lead to higher demand on NHS services, which in turn could result in hospitals looking to discharge</p> <p>Social Care to support commissioned service providers and care homes it is imperative the service seeking to recruit 2 support officers for a short-term period to help with identifying issues and raising these at the earliest opportunity.</p> <p>Request access to £0.05 to employ 2 support officers on short term contracts to support Social Services preparations.</p>	£0.05m
Brexit Preparedness	<p>Brexit Preparedness</p> <p>Access to the fund to support the</p>	£0.025m

Group	<p>recruitment of a Brexit Preparedness support officer to support the council's preparations for Brexit. This role would undertake the following duties</p> <ul style="list-style-type: none"> • Brexit preparedness group minutes/support – weekly (poss. daily in event of no deal) • Collating briefing etc to London Councils/GLA/MHCLG – again initially weekly but likely to move to daily • Organising logistics for events e.g. business and VCS briefings etc which we are expected to hold • Chasing up intelligence requests e.g. from VCS/business/services in the event of no deal 	
Food bank	Funding should be put aside to support foodbanks should an increase in costs lead to supply issues and risk to vulnerable residents. EMS are meeting with Ealing Food Bank to consider delivery issues.	£0.020m
Communications	Funds for printing, media campaigns etc.	£0.015m
Total	£0.21m (leaving a contingency fund of £0.105m)	

4.5 The remaining £0.015m would give the council some flexibility to respond to risks as they arise and/or if there is a further delay to Brexit whilst ensuring that appropriate action is taken at this point to mitigate key risks.

5. Legal

5.1 The legal implications of the United Kingdom leaving the European Union are wide ranging and complex for the Borough, its residents and businesses.

This report sets out the measures that have been taken by the Council to try and anticipate any service issues that may result from Brexit and also provides details of issues that are being looked at on a London wide basis. However, with no agreement in place between the UK and the EU and the continuing uncertainty about the possibility of a no deal exit, the precise legal implications of the UK's proposed departure remain unclear and will need to be kept under close review as events continue to happen nationally.

6. Value for Money

6.1 We will need to carefully monitor the impact of any changes on our services and budgets, particularly if supply chain costs increase e.g. materials and fuels.

7. Risk Management

7.1 Exiting the EU is on the council's corporate risk register and continues to be monitored internally. Three specific risks are identified:

ESR0002 – Changes in the political or economic climate:

BREXIT – The UK leaves the EU with **no deal** may have significant consequences that impact locally on the Council and the Borough

ESR0003 – Changes in the political or economic climate:

BREXIT - The UK leaves the EU with a negotiated settlement including agreed exit terms, trade framework and transition period with continuation of trade talks

ESR0004 – Changes in the political or economic climate:

BREXIT - The UK continues to delay departure from the EU.

7.2 A detailed description of council risks associated with no deal is listed above

8. Links to Strategic Objectives

8.1 There is no direct link to the council's corporate priorities however, maintaining community cohesion through any period of change will be a priority for the council.

9. Human Rights, Equalities and Community Cohesion

9.1 The Human Rights Act was passed into UK law in 1998. The human rights contained within this law are based on the articles of the European Convention on Human Rights. The Act 'gives further effect' to rights and freedoms guaranteed under the European Convention. It is unclear which EU-origin laws and regulation that the UK will continue to adhere to or seek to repeal.

9.2 Many areas saw a rise in reported hate crime immediately following the referendum result and there is evidence, collected both locally as well as regionally and nationally that shows different European communities expressing concern about the future. In the lead up to and following the date of the exit of the UK from the EU there could be implications for community cohesion within the borough and the potential for an increase in instances of hate crime.

10. Staffing/Workforce and Accommodation implications

10.1 As noted above there are significant staffing and workforce issues associated with Brexit.

- In any Brexit EU nationals (excluding Irish citizens) will need to apply for settled status to continue to live and work in the UK.
- There are workforce risks – particularly where EU nationals represent a significant part of a supplier's workforce.

- To staff travel – particularly in the event that there is disruption to the fuel supply. The impact of planning for significant change and mitigating risk is diverting staff capacity in key areas

11. Property and Assets

11.1 None.

12. Any other implications

12.1 None

13. Appendices

Appendix 1 - Ealing Council Brexit Action Plan – October 2019.

Ealing Council No Deal Brexit preparedness - Action Plan

Aim:

To assemble a clear and concise no-deal Brexit Preparedness Action Plan containing the latest information available, details of ownership, and deadlines for implementation.

Scope:

The London Resilience Partnership, along with London Councils are considering the local and regional impact from exiting the European Union (known as BREXIT). Brexit, particularly a 'no-deal' scenario, has the potential to exacerbate existing challenges faced by local government.

This document will be updated as actions are completed, and new priorities identified. The document will also be changed should a deal on leaving the EU be agreed by Parliament.

Note:

Following the delay to Brexit the Action Plan has been reviewed and to focus the preparations for leaving the EU on the 31st of October with no-deal.

Key:

RED	Incomplete
Amber	Ongoing
Green	Complete

Action Plan

Action	Expected outcome	Status	By when?	By who?	RAG
ACTION 1: Nominate a lead Brexit Officer	Identify a strategic lead to prepare the council for the possible impacts of No Deal Brexit.	<ul style="list-style-type: none"> A strategic lead for Brexit has been identified. This is Kieran Read (Director of Strategy & Engagement) A tactical lead has been identified this is Stuart Turner (Head of EMS) 	January 2019	Director of Strategy & Engagement Strategic Brexit Lead Head of EMS Tactical Brexit Lead	Complete: Arrangements remain unchanged.

	To support the London wide assessment of Brexit by providing regular reports to MHCLG as required.	<ul style="list-style-type: none"> The means to support weekly reporting are in place. Reporting has not been requested, but this will be kept under review to adapt to new reporting requirements. 	On-going	EMS	Complete – On going
ACTION 2: Establish a Coordination and Information Sharing group	<p>To provide oversight and assurance of Ealing's preparedness including continuity of critical services during the run up to and period preceding Brexit.</p> <ul style="list-style-type: none"> Better understand the likely impacts on services of Brexit including a no-deal Brexit. To maintain oversight of preparedness. To monitor and report on issues experienced by services during the run up to and the period after Brexit 	<ul style="list-style-type: none"> The Ealing Brexit Preparedness Planning Group has been established. Meetings will take place weekly in the lead up to the 31st of October. 	<p>March 2019</p> <p>August 2019</p>	<p>EMS - secretariat</p> <p>Membership</p> <p>The group will consist of representatives from multiple services.</p>	Complete – On - going
ACTION 3: Develop and implement a Brexit communications strategy	To create a communications plan to ensure that we are keeping our staff, residents and businesses informed about what they need to do to prepare for Brexit.	<ul style="list-style-type: none"> Previously developed Brexit communications plan reviewed. Dedicated Brexit Page on the council's website to be maintained. Social media messaging to be continued in the lead up to Brexit. 	October 2019	Communications	Complete – On - going

		<ul style="list-style-type: none"> Brexit articles have appeared in the Around Ealing and Ealing News Extra. The council's communications team has liaised with London Councils regarding planning for co-ordinated regional messaging. Video for Cllr Bell has been produced Targeting messaging to Ealing EU staff who are known to the council. Promotion of the EU settlement scheme to all staff, and to the public including what it is, how to apply and what is required. Working with EVCS to raise awareness of the EU settlement scheme for the harder to reach groups and to support these residents through the application process. 			
ACTION 4: To produce a Brexit Risk Register.	To add Brexit to the corporate risk register.	<ul style="list-style-type: none"> The Corporate Risk Register has been updated to include Exiting the EU as a strategic risk. 	July 2019	Audit and risk	Complete
	To create a Council Brexit specific risk register	<ul style="list-style-type: none"> Brexit specific risk register has been produced. Work to confirm impact and likelihood scoring is ongoing 	September 2019	Audit and risk / EMS	Complete

ACTION 5: To understand and prepare for the impacts of Brexit and Social Care	Impact assessment on Health and Social Care, based on Department of Health and Social Care and NHS guidance.	<ul style="list-style-type: none"> Keep up to date with and continue to follow advice and guidance from the department for Health and Social Care. 	September 2019	PH/EMS	Complete
	Steps to focus on communications, assurance on provider supply chains along with workforce, medicines and data availability.	<ul style="list-style-type: none"> Work with the CCG to ensure preparedness is ongoing. The supply of medicines and vaccines is being dealt with on a national basis. Promote the Secretary of State's message: healthcare providers should not stockpile medicines beyond their business as usual stock levels. Request assurance that they are undertaking local EU Exit readiness planning. Implement and revisit the recommendations from the EU Exit Operational Readiness Guidance, developed and agreed with NHS England. 	September 2019	CCG/EMS	Complete
		<ul style="list-style-type: none"> Request assurance from the NHS to ensure that they are preparing for the impacts of Brexit through the Borough Resilience Forum and the Health Protection Forum. 	September 2019	EMS	Complete
		<ul style="list-style-type: none"> Keep up to date with and continue to follow advice and guidance from the department for Health and Social Care. 	October 2019	SS	On-going

		<ul style="list-style-type: none"> • Communicate with local providers and escalate any concerns. • Update business continuity plans to take account of supplier or provider failure. • Gain assurances from service providers to ensure that they are planning for and considering the impacts of Brexit. To support this resource have been released from the Brexit fund to • Write to social care providers re-iterating government advice and the EU settlement scheme, and asking providers to share their business continuity plans with us • Encourage providers to complete and return the National Minimum Data Set which provides central government with an overview of the adult social care workforce so that any trends in the workforce can be picked up and addressed. 			
	Impacts on Schools and young people	<ul style="list-style-type: none"> • Actioned guidance provided by DFE • Ensure resilience for school meals. 	September 2019		Complete

		<ul style="list-style-type: none"> • Prepare for a possible increase in free school meals. 			
ACTION 6: Business Continuity Management (BCM) Programme 2019	<p>Delivery of a full corporate Business Continuity Management (BCM) programme ensuring services have updated their BCM plans and identified critical services have completed their business impact assessment (BIA) with consideration to:</p> <ul style="list-style-type: none"> - Impact on staffing, recruitment and retention. - Impact on the supply chain (internal and procured). <p>To Note: BCM is designed to ensure services can maintain operations in the event of short-term disruptive events until normal services can be resumed.</p>	<ul style="list-style-type: none"> • Business continuity programme 2019/20 has been reviewed • Ask core and critical services to review their plans to consider the impact of Brexit 	October 2019	EMS	On-going
ACTION 7: Review of EU nationals employed by the Council.	Human Resources undertake a review on current workforce to understand the level of EU nationals employed by the Council	<ul style="list-style-type: none"> • As of 26/09/2019 the HR have confirmed that the Council employs 127 EU nationals. • Current contractor (Adecco) worker force less than 5% are EU workers • Comms plan targets EU national staff as a key audience 	September 2019	HR	Complete
ACTION 8: Promotion of the EU Settlement Scheme to staff and residents.	Identify and Implement processes to support EU national staff with the settlement scheme.	<ul style="list-style-type: none"> • Written to all known EU national staff from the CE to signpost support. • Staff are signposted to advice on the Settlement Scheme on 	September 2019	HR	Complete

		the appropriate Government websites.			
	Provide advice and guidance to residents on settlement scheme	<ul style="list-style-type: none"> • Council has been offering the optional assisted digital service on a chargeable basis. • European Union Settlement Scheme (EUSS) service provided by the voluntary sector has assisted a number of people. They have seen an increase in bookings and inquiries since August. 	October 2019	Registrars service	On-going
	Make applications where LBE is corporate parent of EU national children.	<ul style="list-style-type: none"> • As of the 26/09/2019 there are 12 EU national children where LBE is the corporate parent. • Children's social care has identified these individuals and will support them through the settlement scheme process. 	October 2019	Children's Social Care	On-going
ACTION 9: Review of supply chain resilience	To ensure service providers or suppliers can continue service delivery in Ealing in the event of a no deal Brexit	<ul style="list-style-type: none"> • Services to engage with service providers and suppliers to understand the level of risk to our service delivery in Ealing and to ensure appropriate supply chain resilience measures are in place is currently underway. 	October 2019	EMS/Procurement	On-going

ACTION 10: Monitoring of Community Cohesion	<p>To manage community tensions and support EU residents, particularly those in hard to reach and vulnerable groups, with information and support around changes to their status and how to secure their rights under the settlement scheme.</p>	<ul style="list-style-type: none"> • Prevent team has established means to monitor and address community tensions. • Brexit Community Cohesion event has been scheduled for the 2nd of October. Further Brexit and community cohesion drop in events have been scheduled for the – <ul style="list-style-type: none"> • 23/10/2019 – Ealing Town Hall • 28/10/2019 – Northolt • 29/10/2019 – Greenford • 06/11/2019 – Acton • 07/11/2019 – Southall • Prevent team have links in with Communications • Wider comms around tensions. • Monitor and report on rises in hate crime. • Continue to monitor signs of extremist activity, work with the police and partners, and report to Channel. 	<p>October 2019</p>	<p>Prevent</p>	<p>On-going</p>
ACTION 11: Ensure elections planning is maintained.	<p>To ensure Elections contingency planning is taking place</p>	<ul style="list-style-type: none"> • Planning to include a range of potential eventualities, including a snap General Election, Second EU Membership Referendum or a People's Vote. 	<p>September 2019</p>	<p>Elections</p>	<p>Complete: Elections planning continues and elections planning group meets regularly to discuss election preparations</p>

ACTION 12: Contingency Planning for Brexit is in place.	To update our Multi-Agency Fuel Disruption, Animal Diseases, and other Contingency plan where appropriate.	<ul style="list-style-type: none"> • Complete review of plans • Engage without multi-agency partners and neighbouring councils. 	September 2019	EMS	Complete
ACTION 13: To ensure Legislation changes are considered and implemented by services.	There are several pieces of EU legislation that relate to the way the Council delivers its services. If any of this legislation changes, then it would be likely to affect Council services (or our providers)	<ul style="list-style-type: none"> • All services to ensure that legislation changes are understood and implemented as changes become apparent. • Keep in close contact with Central Government for updates on any changes in legislation. • In anticipation of increasing demand for our regulatory functions and the need to retrain the entire regulatory workforce on post Brexit law changes, staffing capacity will be increased. 	On-going	All Services	On-going
ACTION 14: To support local business with preparations for Brexit.	To provide advice and guidance to businesses to assist with Brexit preparations.	<ul style="list-style-type: none"> • Comms have updated website with links to the latest Brexit advice for business. • Raise awareness of the EU settlement scheme with local businesses. • Promote apprenticeships to local businesses to address skills gaps. • Promote the Mayor of London's message: "London is Open". 	Ongoing	Comms/RS/Regen	Ongoing
ACTION 15: Regulatory services	To review the impacts on regulatory services	<ul style="list-style-type: none"> • Figures provided by the FSA suggest that Ealing has, with 55 approved premises and with a 	Ongoing	RS	On-going

		<p>further 9 exporting to the EU. Businesses are being targeted by FSA to ensure awareness of action required</p> <ul style="list-style-type: none"> • Review impact to access to databases is on-going. Awaiting further guidance 			
ACTION 16: Maintain oversight of financial impacts.	To maintain an overview of the costs incurred by council services associated with preparations for Brexit and deploy resource to mitigate risk.	<ul style="list-style-type: none"> • The council has been allocated £0.315m by Government. • Resource pressures considered and £0.210m allocated by SLT to respond and mitigate risk. 		EMS/All	On-going
ACTION 17: To understand the impact of Brexit on data transfer, handling and updating documentation.	To ensure that the council is compliant with data protection compliance if the UK leaves the EU without a deal.	<ul style="list-style-type: none"> • Completed MHCLG survey and confirmed providers have compliant arrangements in place 	September 2019	Corporate Information Governance	Complete
ACTION 18 To support residents in the event of a no-deal Brexit	To ensure the most vulnerable are supported should there be a sudden rise in food prices of food shortages	<ul style="list-style-type: none"> • Confirm that school suppliers have contingency arrangements in place to respond to food shortages • Provide a contingency fund for food banks to support them in the event of food shortages • To work with care homes to ensure they are putting contingencies in place to respond to food shortages. 	October 2019	Schools/EMS	On-going

**Report for:
ACTION**

Item Number: 9

9

Contains Confidential or Exempt Information	NO
Title	Introduction of Floating Car Club Service
Responsible Officers	Lucy Taylor, Director, Regeneration and Planning
Author	Russell Roberts, Principal Transport Planner
Portfolios	Cllr Julian Bell, Leader of the Council and Cabinet Member for Regeneration & Transport and Cllr Mik Sabiers, Cabinet Member for Environment & Highways
For Consideration By	Cabinet
Date to be Considered	15 October 2019
Implementation Date if Not Called In	28 October 2019
Affected Wards	All
Keywords/Index	Air Quality, Car Clubs, Electric Vehicles, Healthy Streets, Local Implementation Plan (LIP), Liveable Neighbourhoods, Mobility as a Service, Parking, Public Realm/Placemaking, Sustainable Transport, School Travel, Transport Strategy, Traffic

Purpose of Report:

This report gives details and seeks delegated authority for the proposal to introduce a floating car club service. Subject to the statutory Traffic Management Order amendment process, the new permit would be created to allow floating car club vehicles to park in resident, dual use and Park by Phone parking bays in specified locations in the Borough. Floating car club operators will be able to purchase permits from the Council through a non-exclusive operator legal agreement.

This would enable residents and business to hire vehicles for each trip, which can be collected from and returned to on-street parking bays across the Borough and/or participating boroughs across London.

1. Recommendations

It is recommended that Cabinet

- 1.1 Delegates authority to the Director, Regeneration and Planning, following consultation with the Portfolio Holders for Regeneration & Transport, Environment & Highways and the Director of Environment to:
 - Establish a floating car club permit scheme and including an accompanying non-exclusive operator legal agreement.
 - Make of a Traffic Management Order to facilitate the floating car club permit be established subject to consideration of the outcome of the statutory consultation.

2. Reason for Decision and Options Considered

- 2.1 Car clubs offer automated short-term car hire from periods of a few minutes to several hours upwards. Car clubs allow people and businesses to have access to a vehicle without being tied to ownership. By offering lower or zero carbon, flexible use vehicles paid for at point of use, car clubs provide an alternative to car ownership and are part of the sustainable transport offer
- 2.2 In the traditional 'back to base' car club model, users book the car, drive it and then return it to the same dedicated location, either a marked on-street parking bay or parking in a private development. This provides access to vehicles 24 hours a day through a membership subscription and users are provided with a smartcard to open and lock the vehicle.
- 2.3 Vehicles, billing and customer support are provided by commercial operators who buy a business parking permit from the Council for £800 annually each vehicle on-street. Users open an account with the operator and are billed on a time-charge basis.
- 2.4 Currently there are around 80 'back to base' car club vehicles available within LB Ealing and this model has been operating for over a decade. However, most of these vehicles are provided in Acton and Ealing, with provision in Greenford, Southall and Northolt lagging behind as operators report that 'back to base' model is harder to operate in areas where car ownership is relatively high.
- 2.5 This proposal to offer 'floating car club' vehicles that do not need to be returned to base but can use permitted parking bays anywhere in the borough will provide additional flexibility for users right across the Borough. This flexibility is both in terms of collection from home or workplace and destinations.
- 2.6 People register with the provider as members, set up an account with them and are billed for the time they hire the vehicles for. The hire charges include vehicle running costs such as fuel, insurance, breakdown cover and maintenance.

- 2.7 Floating car club operators will be required to purchase specific permits to be able park their car club vehicles in resident, dual use and Park by Phone parking bays in specified areas across the Borough. Designated locations which may be of concern can be excluded to prevent the vehicles from parking, for instance, short stay parking or close to stations where commuter or visitor parking is undesirable.

3. Key Implications and Background

- 3.1 TfL's Mayor's Transport Strategy (MTS) includes policies such as seeking to increase active travel (walking and cycling) and public transport promoting 'Healthy Streets', working to eliminate all killed and seriously injured road casualties by 2041 'Vision Zero', reduce car dependency and cut emissions of pollutants from transport.
- 3.2 The Ealing Local Implementation Plan (LIP) 2019-22 and Transport Strategy identify how Ealing Council will work towards achieving the three MTS goals of:
1. Healthy Streets and healthy people
 2. A good public transport experience
 3. New homes and jobs
- 3.3 The draft Ealing Parking Plan contains more detailed policies to implement these strategic goals. The relevant initiatives to this proposal are:
- To introduce a "floating" car club, which would allow car clubs to park in residential and shared use parking bays instead of just having a dedicated car club bay
 - Implementation of an Electric Vehicle Charging Point network
- 3.4 In order to introduce the service, it will be necessary to amend the Controlled Parking Zone (CPZ) Traffic Management Orders (TMO) to include a new floating car club permit type. The Council is required to give notice of its intention to modify the TMO by publishing the draft Order for a period in which representations can be made. The Council must then consider any representations received as a result of publishing the draft order before making a final decision to make the Order. Delegated authority is therefore sought to enable the Director, Regeneration and Planning to consider any representations before making any final decision.
- 3.5 The Council's parking enforcement contractor will issue PCNs to floating car club vehicle users who park illegally and the floating car club operator will indemnify the Council against these costs.

The Proposal

- 3.5 The report seeks to introduce 'floating car club' operations which can be hired from and returned to permitted parking bays including within Controlled Parking Zones (CPZs) across the Borough. This is expected to include the DriveNow

company who operate in boroughs across London, including neighbouring Brent and Hammersmith and Fulham. The other operators currently available in London are Zipcar Flex and Ubeqoo.

- 3.6 The new service will be facilitated by the setting up of a 'floating car club permit' which will allow vehicles to park in CPZs across the Borough (subject to exceptions where parking demand is very high e.g. near stations). This method is used in other boroughs and will be replicated with improvements made as necessary. The operation of this model is similar to the 'back to base' version, but users can check and book vehicles that are parked nearby and leave them in any permitted location when the hire ends (similar to dockless cycle hire schemes). This allows complete user flexibility in terms of pick up and drop off locations and one-way trips. A floating car club would also serve all areas of the borough.
- 3.7 Officers have been in discussions with DriveNow for several months, including processes and practicalities (for example how the number of vehicles allowed in the Borough will be capped at a maximum level). It is proposed to commence with a fee of around £1,300 annually per vehicle, reviewed annually. DriveNow have indicated that they would start with 20 vehicles in LB Ealing initially, with start-up planned in early 2020 and rising up to 60 vehicles.
- 3.8 Initially some 20% of these vehicles would be battery electric vehicles (EVs) and it is expected that this proportion will rise over time. The remaining vehicles would be petrol engined and meet the latest Euro emission standards. No vehicles would be diesel engined.
- 3.9 The responsibility for paid-for parking schemes and for setting and implementing fees and charges (Pay & Display) is already delegated to the Director of Environment under part 8 of the Council Constitution, Section 6.3.

4. Financial

- 4.1 The expected floating car club permit cost is £1,300 per vehicle, although the permit is not assigned to a specific car club vehicle. Instead, the floating car club operator will pay the permit cost for each vehicle it intends to have parked in the Borough. The number of vehicles an operator is allowed to have parked in the Borough at any one time, will be outlined in the operator legal agreement and subject to amendment and review.
- 4.2 The value of the permit cost is determined by multiple dependencies, including the possibility that some existing income might be lost from a reduction in resident permits and Park by phone payments, although this is difficult to quantify at this stage. The service will be monitored and its operation amended should there be a significant, adverse impact on resident and Park by phone parking. The value of the permit cost will also be set in line with the cost of similar permits for floating car clubs at other London boroughs.
- 4.3 The income generated by the sale of permits will fund the set up and operational costs of the service.

- 4.4 The one-off service set up costs are projected to be under £5,000 with minimal operating and enforcement costs to the Council and covered under the existing parking enforcement contract.

5. Legal

- 5.1 The Council has the power to implement transport schemes pursuant to various statutes including the Highways Act 1980, the Town and Country Planning Act 1990, the Road Traffic Regulation Act 1984 and the Local Government Act 1972.
- 5.2 Any changes to parking restrictions will be subject to Traffic Management Order changes and enforced as per Traffic Management Act 2004 and the Local Authorities Traffic Order (Procedure) England and Wales.
- 5.3 The Public Contracts Regulations 2015 (PCR) defines procurement as 'the acquisition by means of a public contract of works, supplies or services by one or more contracting authorities from economic operators chosen by those contracting authorities, whether or not the works, supplies or services are intended for a public purpose'. The issuing of permits to one or more floating car club operators is not a procurement activity as it is not a public contract for service, supplies or works. The Council will rather be exercising its regulatory powers by granting these permits.
- 5.4 The issuing of a permit to floating car club operators to enable their vehicles to park in specified parking places on a road or highway for which the local authority is the traffic authority, the Council is exercising its powers and duties under the Road Traffic Regulation Act 1984 (section 45).
- 5.5 The operator legal agreement will be renewed annually, subject to successful working, and outlines how floating car club schemes can operate in the Borough, including parking requirements, payment, penalties, operator's obligations and liabilities, and monitoring requirements.
- 5.6 A comprehensive Equalities Impact Assessment covering transport projects has been completed as part of the LIP 2019-22.

6. Value For Money

- 6.1 The value of the permit cost is determined by multiple dependencies, including the possibility that some existing income might be lost from a reduction in resident permits and Park by phone payments, although this is difficult to quantify at this stage. The value of the permit cost will also be set in line with the cost of similar permits for floating car clubs at other London boroughs.

7. Sustainability Impact Appraisal

- 7.1 A comprehensive Strategic Environmental Assessment covering transport projects has been completed as part of the LIP 2019-22.
- 7.2 This proposal is in alignment with the Ealing Transport Strategy and TfL's Mayor's Transport Strategy. A significant proportion of vehicles operating in the scheme will be electric plus diesel vehicles will be excluded, which will benefit local air quality. Car club schemes may contribute to lowering carbon emissions in the Borough by reducing the perceived need to own a private vehicle. The vehicles in a car club fleet are typically very new with high fuel efficiencies and the lowest emissions ratings.
- 7.3 Any surplus income generated by the sale of permits will be reinvested in sustainable transport projects implemented by the Council, once the set up and operational costs have been paid.

8. Risk Management

- 8.1 All liability Insurance relating to the vehicles and the service will be the responsibility of the operators of the floating car club(s).

9. Community Safety

- 9.1 There are no significant impacts on community safety from the introduction of floating car clubs.

10. Links to the 3 Key Priorities for the Borough

10.1 Good, genuinely affordable homes

Transport in the Borough will be improved, particularly orbital journeys. This will help local people access services more effectively.

10.2 Opportunities and living incomes

Transport throughout the Borough will be improved, particularly orbital journeys. This will help local businesses and people access markets more effectively. This will also provide people with access to services more effectively including those with disabilities and without access to a car.

10.3 A healthy and great place

Car clubs are part of the sustainable transport offer and can reduce car ownership leading to fewer parked cars in streets, meaning that road space can be reallocated to active travel modes or street furniture or greenspace. Car clubs will use the cleanest or zero emission vehicles.

11. Equalities, Human Rights and Community Cohesion

- 11.1 An Equalities Impact Assessment for the LIP 2019-22 (including impacts of the draft Parking Plan) has been produced

12. Staffing/Workforce and Accommodation implications:

12.1 None

13. Property and Assets

13.1 None directly.

14. Any other implications:

14.1 None

15. Consultation

15.1 To amend the CPZ TMO, the Council is required to give notice of its intention to modify the TMO by publishing the draft order. The Council must also consider any representations received as a result of publishing a draft order. Owing to these statutory requirements, any final decision to introduce a floating car club permit will be dependent on the result of the Council's consideration of any representations received. Authority is sought to delegate the final decision to the Director of Regeneration and Planning.

15.2 Civil Enforcement Officers (CEOs) who are responsible for enforcing parking, traffic and other restrictions and laws under the Council's existing parking enforcement contract. Floating car club vehicles will be branded allowing easy identification. All CEOs will be fully briefed, to ensure that any parking enforcement of 'floating car club vehicles' is done properly and effectively.

16. Timetable for Implementation

16.1 The programmed implementation timetable is outlined below.

Milestone	Date
Cabinet Approval	October 2019
Traffic Management Order drafting, consultation and implementation	November/December 2019
Issue of Floating Car Club Permits	January 2020
Floating Car Club Service Commences	January/February 2020

17. Appendices

17.1 None

18. Background Information

- Ealing Local Implementation Plan 2019-22 (Cabinet Report, 12 February 2019)
- Ealing Transport Strategy (Cabinet Report, 5 June 2018)

- Mayor's Transport Strategy – Mayor of London, 2018
- Developments in Driving, Scrutiny Review Panel – Transport – 27 July 2017
- Independent Review of Car Clubs in the Borough, Scrutiny Review Panel 2 – Transport – 26th February 2014

Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Councillor Julian Bell	Leader of the Council and Executive Member for Regeneration and Transport	27/9/19		
Councillor Mik Sabiers	Cabinet Member for Environment and Highways	27/9/19		
Tony Clements/	Executive Director of Regeneration and Planning	26/9/19		
Lucy Taylor	Director of Regeneration and Planning	12/9/19		
Jackie Adams/Chuhr Nijjar	Head of Legal (Property & Regulatory)/ Senior Contracts Lawyer	12/9/19	18/9/19	Throughout
Rohit Ahuja	Finance Business Advisor, Regeneration & Housing	12/9/19	26/9/19	4.1
Karmveer Dulay	Commercial Hub Operations Manager	12/9/19	03/10/19	7.2
Tony Singh	Team Manager – Scheme Design and Implementation	12/9/19		
Gina Cole	Assistant Director Parking Services	12/9/19		
Pritesh Kalyan	Parking Operations Manager	12/9/19	24/9/19	Throughout
Joanne Mortensen	Sustainability Programme Manager	12/9/19	13/9/19	7.1

Report History

Decision type:	Urgency item?
Key decision	No
Report no.:	Report author and contact for queries:
	Russell Roberts, Principal Transport Planner

Contains Confidential or Exempt Information	YES (Part) Appendices 1, 3, 4 and 5 contain exempt information (pursuant to para 10.4 (3) of the Access to Information Procedure Rules)
Title	Proposed letting of the former Acton Library
Responsible Officer(s)	Lucy Taylor - Director of Regeneration and Planning
Author(s)	Jessica Tamayao – Assistant Director of Strategic Property and Investment
Portfolio(s)	Cllr Julian Bell – Regeneration and Property
For Consideration By	Cabinet
Date to be Considered	15 th October 2019
Implementation Date if Not Called In	28 th October 2019
Affected Wards	Acton Central, South Acton,
Keywords/Index	Former Acton Library, Acton Town Hall, lease, disposal

Purpose of Report:

To present for approval the selection of a preferred bidder for the disposal of the former Acton Library building by way of a lease for 24 years.

1. Recommendations

It is recommended that Cabinet:

- 1.1 Note the outcome of the marketing exercise for the selection of a bidder for the grant of a lease as summarised in paragraph 2.11 below and in Confidential Appendices 1 and 4.
- 1.2 Approves the selection of Acton Arts Project as the preferred bidder for the disposal of the former Acton Library building by way of a lease for 24 years as shown on the plan in Appendix 2.
- 1.3 Authorises the Director of Regeneration and Planning following consultation with Director of Legal Services and Chief Finance Officer to agree the final terms and grant a lease of the former Library to the preferred bidder subject to full financial and non-financial due diligence in line with the draft Heads of Terms in Confidential Appendix 5.
- 1.4 Authorises the Director of Regeneration and Planning to either market the property again under the same criteria or go back to the SEN school as the

'Best Consideration' bidder should the selected preferred bidder fail to complete.

2. Reason for Decision and Options Considered

Background

- 2.1 In April 2013, before the opening of the new Acton library in the former Acton Town Hall in April 2014, Cabinet agreed to marketing of the former library building in anticipation of the relocation. In June 2014 Cabinet agreed the disposal of the building subject to final approval of the bidder.
- 2.2 5 bids were received, and these were assessed against the following criteria
 - The impact of the proposed use on the future viability of the town centre
 - The deliverability of the proposals – both in planning terms and in financial and operational aspects
 - The impact upon a listed building and its future safeguarding
 - The value of the offer
- 2.3 Curzon Corinthian were the successful bidders and the Council subsequently entered into an agreement for lease for 250 years with them in July 2015. However, Curzon Corinthian was unable to proceed on the original terms and subsequently terminated the agreement before a lease was granted.
- 2.4 The termination was reported to Cabinet on 14th November 2017 who authorised a new marketing exercise confirming that bidders were to be assessed against the same criteria as the 2014 marketing exercise.
- 2.5 The building has been occupied by Guardians since the library relocation who pay a small income to the Council. The Council is responsible for maintenance and FLAGE costs.
- 2.6 A new marketing exercise was undertaken earlier this year to let the former Acton library on a full repairing and insuring lease for up to 25 years. The building was marketed through HRH Retail, a niche retail & leisure agent. The building was advertised with extensive local and national coverage through targeted tenant marketing initiatives, contacting existing interested parties from the Council's records, online platforms such as Shop Property, PIP, EACH and their own website along with letting boards erected on the property. 5 group viewing days were held due to the considerable number of interested parties through July and August to enable potential bidders to view the building. Bids were invited on the basis of:
 - Commercial Terms - length of lease, rent, rent free, rent reviews, break clauses etc. and any conditionality
 - Proposed Tenant - full name and address of proposed tenant including Company Number (where applicable)
 - Demise - whether the offer relates to the whole building or the ground/upper floor in isolation

- Use - confirmation of the exact use or uses for the property including any supporting information. Potential uses were advertised as A1, A2, A3/A5, D1 or D2.
- Planning - what planning consent is required and what investigation works have been undertaken as to the likelihood of obtaining this for the proposed use
- Covenant Strength - accounts to be provided if an existing business or business case/viability information such as a business case if not
- Solicitors Details
- Timing - confirmation that a bidder could proceed to an exchange of an agreement for lease (AFL) within pre-agreed timeframes (even if subject to planning)

The marketing process commenced on the 6th June 2019 and the bid submission deadline was Friday 16th August 2019. Bidders were asked further clarification questions where required.

- 2.6 6 bids were received, and these have been assessed against the following criteria, consistent with the 2017 Cabinet approval.
- The impact of the proposed use on the future viability of the town centre
 - The deliverability of the proposals – both in planning terms and in financial and operational aspects
 - The impact upon a listed building and its future safeguarding
 - The value of the offer
- 2.7 The 6 bids comprised of the following uses:
- Cinema on the ground floor and charity for the arts on the first floor
 - SEN school for Autistic Children, whole building
 - Independent learning centre and sixth form, ground floor only, no proposed use for upper floor
 - Cinema, food hall, creative workspace, live music and café bar, whole building
 - Backpackers' hostel, whole building
 - Education centre for children of Eastern European background, whole building
- 2.8 The preferred bidder proposed by officers is the Acton Arts Project.
- 2.9 The Acton Arts Project proposes to set up a cinema on the ground floor, run by Arthouse Crouch End and a workspace for ACAVA (Association for Cultural Advancement through Visual Art) on the first floor, both of whom would pay a rent which would go towards the Council's rent and to operational costs. Works would be required before these 2 parties could occupy the building and it is planned that funds would be raised for these from a number of sources by all 3 parties above.

Assessment of the Bids

- 2.10 The 6 bids were assessed against the criteria as set out in detail in Confidential Appendix 1 and summarised above. The backpackers' hostel

was deemed to be a use not in line with the advertised suitable planning uses of A1, A2, A3/A5, D1 or D2. The ground floor only use was deemed to be not best use of the building without any planned use of the upper floors. The bid that included uses of cinema, food hall, creative workspace, live music and café bar required a significant upfront investment by the Council which is not available. 2 further bids (the education centre and independent learning centre) reflected a value that was significantly below the best consideration value (40% or less of that value).

- 2.11 A summary table with RAG rating of the assessment of the bids against the criteria is below

Bidder/Criteria	1. Impact on viability of high street	2.Deliverability of proposals (Financial, planning & operational	3. Impact on a listed building & future safeguarding	4. Value of the offer
Cinema and workspace for creative arts (Acton Arts)		+		
SEN school for Autistic children		-		
Independent learning centre & sixth form				
Cinema, foodhall, creative workspace				
Backpackers' hostel				
Education centre for children of Eastern European background				

- 2.12 For criteria 4 - value of the offer, the SEN school have offered the highest rent and subsequently a higher overall value over a 24 year lease. They would therefore be the 'Best Consideration' bid and a higher offer than Acton Arts Project that offered the second highest rent.

- 2.13 For criteria 1 – impact on the viability of the high street, the Acton Arts Project is considered to have a significantly more positive impact on the future viability of the high street and overall social value contribution, including bringing investment value into the high street.
- 2.14 Key factors in the social value contribution of the Acton Arts proposal were considered to be:
- links with the local community
 - potential to increase visitor numbers
 - providing a diversified leisure offer
 - activates the high street during both the day and night
 - contributes to place making and
 - directly impacts the local economy through economic multiplier effects.
- 2.15 For criteria 2 – deliverability of proposals, both the Acton Arts Project and SEN school bids have risks around their financial deliverability, particularly in relation to raising the funds for high set-up costs. Acton Arts are heavily reliant on grant and community fundraising for these and there is no clear evidence of available funds for the SEN school set-up costs. Acton Arts are a registered Community Interest Company (CIC) whereas the company for the SEN school has not been set up yet and will need to register with Ofsted.

There are also planning and operational deliverability concerns around the SEN school in terms of lack of outdoor space for students, overall area appearing to be small for the number of students proposed and the drop off/pick up area for students on a busy high street.

These considerations led to a higher overall rating for the Acton Arts Project (Amber plus) than for the SEN school (Amber minus) under criteria 2 – deliverability of proposals.

- 2.16 The SEN school is intended to be an independent school with mostly privately funded placements and only a few spaces available (spaces dependent on viability) for government funded placements.
- 2.17 Based on the assessment of proposals against the criteria, it is considered that the Acton Arts proposal is preferable to the SEN school proposal, despite the bid not being the 'Best Consideration' bid.
- 2.18 As confirmed in paragraph 5 below, the Council's power to grant the lease is contained in section 123 of the Local Government Act 1972 which generally expects that where, as here, an asset is surplus to the Council's requirements the disposal will not be for less than 'best consideration' and as a result the Secretary of State's consent is required for any disposal for less than best consideration. However, where the Council is satisfied that a disposal will help it to 'secure the promotion or improvement of the economic, social or environmental well-being of its area' then the Council has the power to make a disposal at less than best consideration as long as the undervalue does not exceed £2,000,000 (two million pounds) in which case express consent would be required.

- 2.19 It is therefore open to members to consider the wider economic, social or environmental merits of the bids rather than simply the highest bid. If it is Cabinet's view that when considering the relative merits of the bids one or more of the bids would 'secure the promotion or improvement of the economic, social or environmental well-being of its area' despite not being the highest bid, then Cabinet can select a bidder which has not made the highest bid if it is considered that the bid is the best bid when considering and weighing up the all relevant considerations relating to each bid and the economic, social or environmental in particular.
- 2.20 Officers consider the Acton Arts Project may be considered to 'secure the promotion or improvement of the economic, social or environmental well-being of its area' and given that the overall difference in value is less than £2,000,000 (two million pounds), then, if members agree, it is possible for them to be selected as the preferred bidder. The Council's estates and valuation provider, Lambert Smith Hampton (LSH) have provided a valuation of the 'undervalue' which is included as confidential appendix 3.
- 2.21 The detailed assessment of the bids as summarised above is included in Confidential Appendix 1- Assessment of bids with more detail on the offers including clarification questions and answers included in Confidential Appendix 4 – HRH Retail report on offers.
- 2.22 Officers have sought to mitigate financial risk through draft Heads of Terms, included as Confidential Appendix 5, currently confirmed with 2 of the 3 parties with a requirement for the third party to agree to the terms in short order.

3. Key Implications

- 3.1 The end use which the old library building is developed for is important for the future development and regeneration of Acton town centre (particularly having regard to its status as an asset of community value) and this was considered as part of the assessment process.

4. Financial

- 4.1 No new funds are being sought. There will be costs for marketing, valuations and legal from the Property budget of c. £30,000 + VAT. If Acton Arts Project do not complete on the lease, £20,000 + VAT of this will be recoverable from them. Both Acton Arts Project and the SEN school have risks associated with funding, details of which are contained in Confidential Appendix 1. There will be a revenue stream commencing after the rent-free period due at the end of financial year 21/22 or in 22/23 which is profiled in Confidential Appendix 1 – Acton library bid evaluation and details of the intended contract in Confidential Appendix 5 – Draft Heads of Terms. The Heads of Terms provide for the property to revert back to the Council's full control should important milestones not be met by the proposed preferred bidder.

5. Legal

- 5.1 The Council has the power to dispose of property under section 123 of the Local Government Act 1972. This is subject to an obligation to obtain the best consideration that can reasonably be obtained (except for leases of seven years or less) unless the Secretary of State's consent (whether general or express) is obtained.
- 5.2 Under the Circular to the General Disposal Consent (England) 2003 it is confirmed that it is Government policy that local authorities and other public bodies should dispose of surplus land wherever possible. Generally, it is expected that land should be sold for the best consideration reasonably obtainable. However, it is recognised that there may be circumstances where an authority considers it appropriate to dispose of land at an undervalue. Authorities are advised not to divest themselves of valuable public assets unless they are satisfied that the circumstances warrant such action. The 2003 Consent was been issued to give local authorities the ability to carry out their statutory duties and functions, and to fulfil such other objectives as they consider to be necessary or desirable. However, there is a need for members to be aware of the need to fulfil the Council's fiduciary duty in a way which is accountable to local people when disposing of land at an undervalue.
- 5.3 The 2003 Consent means that specific consent from the Secretary of State is not required for the disposal of any interest in land which the authority considers will help it to 'secure the promotion or improvement of the economic, social or environmental well-being of its area'. Under the 2003 Consent, disposal at less than best consideration is subject to the condition that the undervalue does not exceed £2,000,000 (two million pounds).
- 5.4 The Council must comply with the Public Sector Equality Duty. This general duty is set out in s.149 Equality Act 2010. In summary, the duty requires the Council decision makers to have due regard to the need to:
- (a) Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful
 - (b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - (c) Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.
- 5.5 The Act makes clear that having due regard for advancing equality involves:
- Removing or minimising disadvantages suffered by people due to their protected characteristics.
 - Taking steps to meet the needs of people from protected groups where these are different from the needs of other people

- Encouraging people from protected groups to participate in public life or in other activities where their participation is disproportionately low.

5.6 The protected characteristics are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

6. Value For Money

6.1 The Acton Arts Project bid represents value for money as it gives a reasonable rent and also activates the high street, contributing towards both the day and night time economies. In addition, the bid proposes bringing in significant external investment to enable the use of the former library as a cinema and arts space.

6.2 The Acton Arts project bid, despite being a lower rental value than the highest bidder, achieves the value of the 250 year disposal to the previous successful bidder, Curzon Corinthian in 5-6 years of full rent.

7. Sustainability Impact Appraisal

7.1 Any new use for the former library building will involve modernisation of the building and this will introduce improved energy efficiency measures that would have been unlikely to have been undertaken if it had remained a public library

8. Risk Management

8.1 A key element of assessing the bids was the deliverability of their proposals in terms of planning permission required, the security of funding required and the long term viability of the use in ensuring the protection of the listed building. The recommended bidder has risks around their funding and around the delivery of building works to budget. The Council will mitigate these risks by providing non-financial assistance to the Acton Arts project in their bid for the good growth fund and will require regular updates on building works to monitor progress and costs. The bidder will also be required to liaise with English Heritage around the building works. However, it is likely that significant risks around funding capital works will remain and the preferred bidder may fail to complete on the lease if fundraising targets are not achieved.

9. Community Safety

9.1 An empty building with a meanwhile use represents a risk of it being damaged or used for unlawful purposes. By achieving a disposal for a long term use with an organisation on a full repairing and insuring lease, we reduce that risk.

10. Links to the 3 Key Priorities for the Borough

- 10.1 This meets the priority for a healthy and great place in that disposal of the library is a key element of the wider work to ensure the future vitality of Acton as a town centre

11. Equalities, Human Rights and Community Cohesion

A full Equality Analysis Assessment has been carried out and the results considered within the evaluation. Some bids exhibit positive impact in favour of children, disabilities or ethnic background but most are neutral. Members should have regard to these impacts as part of consideration of the bids.

12. Staffing/Workforce and Accommodation implications:

- 12.1 None. The library service has already relocated to the new library site in Acton Town Hall.

13. Property and Assets

- 13.1 The proposal is for the disposal on a surplus asset on a short term (24 years) leasehold basis with the freehold being retained by the Council.

14. Any other implications:

- 14.1 The building is listed as an asset of community value and the relevant statutory procedures have been followed. In particular a disposal of a lease of less than 25 year is not a 'relevant disposal' for the purposes of the Localism Act 2011.

15. Consultation

- 15.1 The preferred bidder will require planning permission and this will entail the appropriate local consultation and ensure that they do not conflict with the Council's planning policies. As it is a nationally listed building, the views of English Heritage will be considered as part of the planning process.

16. Timetable for Implementation

- 16.1 The table below shows the indicative stages for the Acton Arts Project bid.

Cabinet approval of the preferred bidder	October 2019
Exchange of contracts with preferred bidder	November 2019

Submission of planning application/change of planning use by preferred bidder	January 2020
Completion of contract subject to planning approval	July-August 2020

17. Appendices

Confidential Appendix 1 – Acton Library bid evaluation
Appendix 2 – Former Acton Library Lease plan
Confidential Appendix 3 – LSH Valuation report
Confidential Appendix 4 – HRH Retail report on offers
Confidential Appendix 5 – Draft Heads of Terms
Appendix 6 – Equalities Analysis Assessment

18. Background Information

Cabinet 14 November 2017

<https://ealing.cmis.uk.com/ealing/Meetings/tabid/70/ctl/ViewMeetingPublic/mid/397/Meeting/4975/Committee/3/Default.aspx>

ACV Listing

https://www.ealing.gov.uk/info/201071/localism_act/1504/community_right_to_bid/3

2003 General Consent

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7690/462483.pdf

Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Jackie Adams	Head of Legal (Commercial)	12/9/19	Multiple dates	Entire Report
Nish Popat	Head of Accountancy	12/9/19	16/9/19	4. Financial
Ward Councillors – Central Acton, South Acton,		Briefing held 23/9/19	Verbal response 23/9/19	N/A
Cllr Julian Bell	Leader of the Council	26/09/19		N/A
Cllr Bassam Mahfouz	Cabinet member for finance	Briefing held 24/9/19	Verbal response 24/0/19	N/A
Ross Brown	Director of Finance	Multiple dates	Multiple dates	Entire report

Report History

Decision type:	Urgency item?
Key decision	No
Report no.:	Report author and contact for queries:
	Jessica Tamayao, AD of Strategic Property and Investment

Appendix 2- Former Acton Library Lease plan

Appendix 6 – Equalities Analysis Assessment

Full Equalities Analysis Assessment

1. Proposal Summary Information

EAA Title	Proposed letting of a void - The former Acton library
Please describe your proposal?	Project
Is it HR Related?	No
Corporate Purpose	Cabinet Report Decision – October 2019

1. What is the Project looking to achieve? Who will be affected?

The aim is to lease the former Acton library premises, currently a void (secured by Guardians) on a lease term of 24 years to activate the high street and generate an income stream, significantly reducing the maintenance and repairing liability of the asset to the Council.

The existing library services has been relocated to the Everyone Active Centre. A previously approved disposal to Curzon Corinthian for a cinema and housing scheme became unviable with Curzon Corinthian pulling out of the deal.

The bidders for the letting propose the following uses:

1. Cinema and Charity for the arts
2. SEN school for Autistic Children
3. Learning Centre and sixth form
4. Cinema, food hall, creative workspace and café bar
5. Backpackers' hostel
6. Education centre for children of Eastern European background

2. What will the impact of your proposal be?

There is no impact on the current service provision as this has already been re-provided. The Council has mitigated the impact of closure of the asset by relocating the library service, there will be a positive impact on leasing the asset by generating an income stream and contributing to the regeneration of Acton High Street.

The Council will select a single preferred bidder, thereby excluding the other uses of the building. This EAA highlights impacts that each bidder will have on protected characteristics to aid the assessment for the selection of a preferred bidder.

2. Impact on Groups having a Protected Characteristic

AGE: *A person of a particular age or being within an age group.*

State whether the impact is positive, negative, a combination of both, or neutral:

Full Equalities Analysis Assessment

Describe the Impact
<p>On existing provision: Neutral – Data has not been collected as no existing provision.</p> <p>On selection of a preferred bidder:</p> <ol style="list-style-type: none"> 1. Cinema and Charity for the arts - neutral 2. SEN school for Autistic Children – positive impact in favour of children 3. Learning Centre and sixth form – positive impact in favour of children 4. Cinema, food hall, creative workspace and café bar - neutral 5. Backpackers' hostel - neutral 6. Education centre for children of Eastern European background – positive discrimination in favour of children
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
<p>No mitigation is required, although if a bid that exhibits a positive impact on protected characteristics is not selected as preferred bidder, the Council may consider providing support in seeking appropriate accommodation within the borough.</p>

<p>DISABILITY: <i>A person has a disability if s/he has a physical or mental impairment which has a substantial and long term adverse effect on their ability to carry out normal day to day activities¹.</i></p>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
<p>On existing provision: Neutral –no existing provision.</p> <p>On selection of a preferred bidder:</p> <ol style="list-style-type: none"> 1. Cinema and Charity for the arts – neutral 2. SEN school for Autistic Children – positive impact 3. Learning Centre and sixth form – neutral 4. Cinema, food hall, creative workspace and café bar – neutral 5. Backpackers' hostel – neutral 6. Education centre for children of Eastern European background – neutral
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
<p>No mitigation is required, although if a bid that exhibits a positive impact on protected characteristics is not selected as preferred bidder, the Council may consider providing support in seeking appropriate accommodation within the borough.</p>

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¹ Due regard to meeting the needs of people with disabilities involves taking steps to take account of their disabilities and may involve making reasonable adjustments and prioritizing certain groups of disabled people on the basis that they are particularly affected by the proposal.

Full Equalities Analysis Assessment

GENDER REASSIGNMENT: *This is the process of transitioning from one sex to another. This includes persons who consider themselves to be trans, transgender and transsexual.*

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

On existing provision: Neutral –no existing provision.

On selection of a preferred bidder:

1. Cinema and Charity for the arts – neutral
2. SEN school for Autistic Children – neutral
3. Learning Centre and sixth form – neutral
4. Cinema, food hall, creative workspace and café bar – neutral
5. Backpackers' hostel – neutral
6. Education centre for children of Eastern European background – neutral

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

There is no differential impact on people with this characteristic.

RACE: *A group of people defined by their colour, nationality (including citizenship), ethnic or national origins or race.*

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

On existing provision: Neutral –no existing provision.

On selection of a preferred bidder:

1. Cinema and Charity for the arts – neutral
2. SEN school for Autistic Children – neutral
3. Learning Centre and sixth form – neutral
4. Cinema, food hall, creative workspace and café bar – neutral
5. Backpackers' hostel – neutral
6. Education centre for children of Eastern European background – positive impact

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

No mitigation is required, although if a bid that exhibits a positive impact on protected characteristics is not selected as preferred bidder, the Council may consider providing support in seeking appropriate accommodation within the borough.

Full Equalities Analysis Assessment

RELIGION & BELIEF: *Religion means any religion. Belief includes religious and philosophical beliefs including lack of belief (for example, Atheism). Generally, a belief should affect a person's life choices or the way you live for it to be included.*

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

On existing provision: Neutral –no existing provision.

On selection of a preferred bidder:

7. Cinema and Charity for the arts – neutral
8. SEN school for Autistic Children – neutral
9. Learning Centre and sixth form – neutral
10. Cinema, food hall, creative workspace and café bar – neutral
11. Backpackers' hostel – neutral
12. Education centre for children of Eastern European background – neutral

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

There is no differential impact on people with this characteristic.

SEX: *Someone being a man or a woman.*

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

On existing provision: Neutral –no existing provision.

On selection of a preferred bidder:

1. Cinema and Charity for the arts – neutral
2. SEN school for Autistic Children – neutral
3. Learning Centre and sixth form – neutral
4. Cinema, food hall, creative workspace and café bar – neutral
5. Backpackers' hostel – neutral
6. Education centre for children of Eastern European background – neutral

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

There is no differential impact on people with this characteristic.

SEXUAL ORIENTATION: *A person's sexual attraction towards his or her own sex, the opposite sex or to both sexes.*

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

Full Equalities Analysis Assessment

On existing provision: Neutral –no existing provision.

On selection of a preferred bidder:

1. Cinema and Charity for the arts – neutral
2. SEN school for Autistic Children – neutral
3. Learning Centre and sixth form – neutral
4. Cinema, food hall, creative workspace and café bar – neutral
5. Backpackers' hostel – neutral
6. Education centre for children of Eastern European background – neutral

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

There is no differential impact on people with this characteristic.

PREGNANCY & MATERNITY: *Description: Pregnancy: Being pregnant. Maternity: The period after giving birth - linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, including as a result of breastfeeding.*

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

On existing provision: Neutral –no existing provision.

On selection of a preferred bidder:

1. Cinema and Charity for the arts – neutral
2. SEN school for Autistic Children – neutral
3. Learning Centre and sixth form – neutral
4. Cinema, food hall, creative workspace and café bar – neutral
5. Backpackers' hostel – neutral
6. Education centre for children of Eastern European background – neutral

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

There is no differential impact on people with this characteristic.

MARRIAGE & CIVIL PARTNERSHIP: *Marriage: A union between a man and a woman, or of the same sex, which is legally recognised in the UK as a marriage*
Civil partnership: Civil partners must be treated the same as married couples on a range of legal matters.

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

On existing provision: Neutral –no existing provision.

Full Equalities Analysis Assessment

On selection of a preferred bidder:

1. Cinema and Charity for the arts – neutral
2. SEN school for Autistic Children – neutral
3. Learning Centre and sixth form – neutral
4. Cinema, food hall, creative workspace and café bar – neutral
5. Backpackers' hostel – neutral
6. Education centre for children of Eastern European background – neutral

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

There is no differential impact on people with this characteristic.

3. Human Rights²

4a. Does your proposal impact on Human Rights as defined by the Human Rights Act 1998?

No

4b. Does your proposal impact on the rights of children as defined by the UN Convention on the Rights of the Child?

No

4c. Does your proposal impact on the rights of persons with disabilities as defined by the UN Convention on the rights of persons with disabilities?

No

4. Conclusion

The 6 bidders will be assessed against selection criteria based on [Page 192 of 586](#) the bids, their contribution to the vitality and regeneration of Acton Town Centre and appropriate usage of the building. This Equalities Analysis Assessment will be taken into account in the evaluation.

The selected preferred bidder for the asset will undertake not to discriminate against protected characteristics.

If a bid that exhibits a positive impact on protected characteristics is not selected as preferred bidder, the Council may consider providing support in seeking appropriate accommodation within the borough.

4a. What evidence, data sources and intelligence did you use to assess the potential impact/effect of your proposal? Please note the systems/processes you used to collect the data that has helped inform your proposal. Please list the file paths and/or relevant web links to the information you have described.

² For further guidance please refer to the Human Rights & URNC Guidance on the Council Equalities [web page](#).

Full Equalities Analysis Assessment

The building (currently a void with provision of service relocated) was marketed through HRH Retail. 5 group viewing days were held due to the considerable number of interested parties through July and August to enable potential bidders to view the building. The marketing process commenced on the 6th June 2019 with a bid submission deadline of 16th August 2019. 6 Bids were received and assessed against submission criteria, recommendation to cabinet will be submitted for October cabinet.

5. Action Planning: (What are the next steps for the proposal please list i.e. what it comes into effect, when migrating actions³ will take place, how you will measure impact etc.)

Action	Outcomes	Success Measures	Timescales/ Milestones	Lead Officer (Contact Details)
Subject to cabinet approval to lease the asset to enter into an agreement for lease for a commercial tenancy.	Income generation	Agreement for Lease to be exchanged by 15th January 2020, subject to planning	Subject to October cabinet implementation date if not called in of October 28 th 2019	Jessica Tamayao
Additional Comments:				
Not applicable				

6. Sign off: (All EAA's must be signed off once completed)

Completing Officer Sign Off:	Service Director Sign Off:	HR related proposal (Signed off by directorate HR officer)
Signed:	Signed:	Signed:
Name (Block Capitals):	Name (Block Capitals):	Name (Block Capitals):
Date:	Date:	Date:
For EA's relating to Cabinet decisions: received by Committee Section for publication by (date):		

³ Linked to the protected characteristics above

Full Equalities Analysis Assessment

Appendix 1: Legal obligations under Section 149 of the Equality Act 2010:

- As a public authority we must have due regard to the need to:
 - a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - b) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- The protected characteristics are: AGE, DISABILITY, GENDER REASSIGNMENT, RACE, RELIGION & BELIEF, SEX, SEXUAL ORIENTATION, PREGNANCY & MATERNITY, MARRIAGE & CIVIL PARTNERSHIP
- Having due regard to advancing equality of opportunity between those who share a protected characteristic and those who do not, involves considering the need to:
 - a) Remove or minimising disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic
 - b) Take steps to meet the needs of persons who share a relevant characteristic that are different from the needs of the persons who do not share it.
 - c) Encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
- Having due regard to fostering good relations between persons who share a relevant protected characteristic and persons who do not, involves showing that you are tackling prejudice and promoting understanding.
- Complying with the duties may involve treating some people more favourably than others; but this should not be taken as permitting conduct that would be otherwise prohibited under the Act.

Report for:
ACTION

Item Number:

11

Contains Confidential or Exempt Information	No
Title	Environmental Services Company (Greener Ealing Limited) Governance Arrangements and Business Plan
Responsible Officer(s)	Gary Alderson, Director of Environment
Author(s)	Earl Mckenzie, Assistant Director Street Services
Portfolio(s)	Cllr Mik Sabiers, Environment & Highways
For Consideration By	Cabinet
Date to be Considered	15th October 2019
Implementation Date if Not Called In	28th October 2019
Affected Wards	All
Keywords/Index	Street Services, waste, recycling, street cleaning, grounds maintenance, Enterprise Managed Services, Amey, Environmental Services

Purpose of Report:

This report provides an update on the set up of the LATCo, Greener Ealing Ltd, that has taken place since the previous report to Cabinet in April 2019. This report also seeks approval to the draft proposed company business plan along with associated company incorporation agreements between the Council and Greener Ealing Ltd.

1. Recommendations

It is recommended that Cabinet:

- 1.1 Notes the draft Business Plan of Greener Ealing Ltd ("GE") attached at Appendix 1.
- 1.2 Authorises the Director of Environment, following consultation with the Chief Finance Officer, to agree the GE Business Plan, incorporating any further changes considered appropriate.
- 1.3 Approves the amendments to the current Articles of Association for GE attached at Appendix 2.
- 1.4 Notes the list of matters reserved to the Council as Shareholder for decision (as set out in the Amended Articles) attached at Appendix 3.

- 1.5 Appoints Mr Gary Alderson, Director of Environment, as the Council Shareholder representative for GE.
- 1.6 Approves the Governance structure and arrangements described in section 5 of this report.
- 1.7 Notes that Mike Boulton, (an independent non-Council employee) will become a non-executive director of GE.
- 1.8 Recommends to full council that Ms Alison Reynolds (Director of Customer Services) and Mr Tim Smith (Head of Commercial Hub) are appointed as council-nominated Non-Executive Directors of GE
- 1.9 Agrees to indemnify Ms Alison Reynolds and Mr Tim Smith, being the council's nominated directors of GE, pursuant to the Local Authorities (Indemnities for Members and Officers) Order 2004, for any liabilities (within the parameters of that Order) arising by reason of their position as council-appointed directors.
- 1.10 Notes the current position with regard to the delivery of services by Enterprise Managed Services Ltd and the terms of the Exit Strategy attached as Appendix 4.
- 1.11 Agrees the service specification standards as detailed in appendix 8 for the delivery of services by GE to the Council.
- 1.12 Authorises the Director of Environment, following consultation with the Director of Legal and Democratic Services, to negotiate and complete a services contract with GE for the delivery of waste, recycling, street cleaning and grounds maintenance and associated services on the terms set out in appendices 5, 6 and 7.
- 1.13 Authorises the Director of Environment, following consultation with the Director of Legal and Democratic Services, to negotiate and complete a contract with GE for the delivery of Support Services as detailed in appendices 5, 6 and 7 and section 8 of the main body of this report, from the Council to GE.
- 1.14 Authorises the Director of Environment, following consultation with the Director of Legal and Democratic Services, to grant leases/licences to GE for the premises/sites listed in Appendix 6.
- 1.15 Notes that GE will draw up a set of new terms and conditions for employees and establish the appropriate pension arrangements.
- 1.16 Authorises Chief Finance Officer, following consultation with Director of Environment, to award any working capital requirement, at commercial terms, should GE require, up to a value of £2.5m.
- 1.17 Authorises the Director of Environment, following consultation with Chief Finance Officer and Director of Legal and Democratic Services, to negotiate and complete appropriate arrangements with GE for the use of any required vehicles, plants and machinery.

- 1.18 Authorises the Director of Environment, following consultation with the Director of Legal and Democratic Services, to negotiate and complete the novation of relevant contracts to GE where contracts have been procured by the Council on behalf of GE.
- 1.19 Authorises the Director of Environment, following consultation with the Director of Legal and Democratic Services, to negotiate and complete variations to existing Council contracts where the Council is providing the contracted services to GE.
- 1.20 Authorises the Director of Environment, following consultation with the Chief Finance Officer and the Director of Legal and Democratic Services, to negotiate and agree with Enterprise Managed Services Ltd, terms for the settlement of any outstanding points of disagreement arising out of the current or extended contract.
- 1.21 Authorises the Chief Finance Officer to make the necessary adjustments to the medium-term financial strategy to include revenue provision in line with GE contract costs and if appropriate contingency summarised in paragraph 11.

2. Background and Context

- 2.1.1 In April 2019 Cabinet received a report on the progress made towards setting up a Council owned company to deliver the Council's waste, recycling, street cleaning, grounds maintenance and associated services and sought authority to proceed with the procurement of a number of contracts. This report provides an update on the procurement activity that has taken place and also seeks input on the company business plan and associated constitutional, governance, contractual, financial and staffing arrangements.

3. Update on Procurement and Contract Activity

- 3.1 The April report to Cabinet approved authorisations to the Director of Environment, the Chief Finance Officer and the Director of Legal and Democratic Services in respect of outstanding procurement related decisions. These are summarised with updates below.

- a. *To proceed with the optimum solution for maintenance of the Fleet (referred to in rec 1 above) including to procure via full tender should this be considered the preferred route.*

A maintenance specification is currently being written. Various options are still being considered for viability, including via another local authority as a shared service. However, options including in-house provision, along with framework mini-competition and full tender are also under consideration. Regardless of chosen option, project delivery is on track.

- b. *To call off a contract from a suitable framework either by way of mini-competition or direct award for the Council's purchase of the fuel for the Fleet.*

Fuel options are being considered via mini-competitions from the ESPO or CCS frameworks and discussions are open with both frameworks. Bio fuel options are also under consideration.

- c. *To purchase/hire the Fleet and Plant by way of mini competition or direct awards from the Procurement Partnership Ltd Framework, other suitable framework or via a shared service arrangement with another Local Authority.*

Contracts for all Fleet and Plant have now been awarded via mini competitions through the Procurement Partnership Ltd Framework.

- d. *To enter into contractual arrangements, in order to finance the leasing of the Fleet and Plant from £13.2m current budget and the £2.6m to be delivered through MTFS savings as advised in the July 2018 report.*

Analysis has been undertaken of lease options on all fleet and plant, financed through either operational or finance lease arrangements. The business plan is based upon indicative rates of financing that lenders have provided with a full mini-competition to further drive value for money being completed prior to delivery of the required fleet.

- e. *To hire light commercial fleet as set out in Appendix 3 of the April report.*

Light commercial fleet are currently proposed to be purchased rather than hired as this offered the best value for money and is being financed as part of the overall fleet requirement. GE will have up to 20 full electric panel vans for supervision and management duties. The financial model currently includes these vehicles as leased, rather than allow for a further capital drawdown for them, pending the timing of the ability to use them being confirmed and would require further loan if purchased.

- f. *To purchase of the Supplies and Equipment by way of mini competition or direct awards from a suitable framework and enter into the relevant contracts which will include the ability to novate the contracts to the LATCo in future.*

Various frameworks have been identified and are being benchmarked to determine the best VFM option for all supplies and equipment with mini-competitions to follow.

- g. *Sustainable fleet*

The new fleet will meet required London Compliance Regulations and will have a minimum of Euro VI engine requirements, with light commercial part of the fleet being electric i.e. management & supervision vehicles, monitoring of miles travelled, fuel usage will be part of the fleet / operations requirements. Consideration has been given to the use of electric vehicles

to support services where there is significant daily mileage. This clearly relates to the waste and recycling collections services.

Officers have investigated options in this respect and it has been found that the purchase price of electric waste collection vehicles is considerably higher than standard fuel powered vehicles (over 200% higher). Additionally, no boroughs can be found where a wholly electric fleet is in use. Reliability tests are ongoing.

There will be the option to introduce electric waste collection vehicles once proven, however it would not be prudent or cost efficient to invest significant capital in an electric waste collection fleet at this time. It is essential that the GE delivers consistent and reliable front-line services and the use of unproven vehicle technologies would present significant risks. A decision however has been taken to invest in a small electric fleet of light commercial vehicles (supervisor, management & support vans). Up to 20 such appropriate vehicles have been identified for use within GE.

Appropriate electrical supply arrangements need to be made for Greenford depot, this will be considered in the wider capital investment of Greenford depot.

- h. *To vary relevant contracts to enable provision of pensions and Payroll services to the LATCo.*

The provider of the Council's HR system iTrent (Midland) have been engaged and will be building a LATCO entity as part of the existing Council Contract.

- i. *To either conduct a mini competition or direct award from either the ESPO framework or CCS framework for Occupational Health Services and Drug and Alcohol Testing and award the contracts which will either include the ability to novate the contract to the LATCo or entered into directly by the LATCo.*

ESPO and CCS frameworks are currently being reviewed to establish the best value for money option.

- j. *To enter into negotiations with local suppliers regarding provision of agency worker support.*

Negotiations are in progress with suitable providers that will meet GE's business requirements. The intention is for GE to directly enter into contracts with the suppliers

- k. *To finalise the optimum solutions for delivery of ICT services (software, applications etc) for the LATCo*

The Finance system will be via Business World (a Council Contract) and all line of business ICT requirements were procured via the Crown Commercial Service's G-Cloud framework, with a contract awarded to Whitespace.

- l. *To procure contracts for insurance to support the requirements of the LATCo.*

Ealing Council's insurance contracts will be varied to include provision for GE.

m. To incorporate the LATCo as a Company Limited by Shares.

This has been done; see paragraph 5

3.2 In addition to the above, officers have made significant progress in completing key LATCO project delivery tasks.

- The LATCO has now been incorporated as a company and will be trading under the name 'Greener Ealing Ltd', the relevant articles of association have been drafted and the company board structure agreed. Section 5 of this report looks at this in greater detail.
- In line with recommendations included in the April report to Cabinet, the necessary contract award has been made to a range of suppliers in relation to the vehicle fleet required to support GE waste, streets and grounds maintenance services. Officers are working closely with suppliers to ensure that all fleet is delivered and ready for service start.
- ICT system requirements have been finalised and contracts for relevant solutions awarded to suppliers.
- The company Business Plan has been drafted and this is discussed in paragraph 4 with detailed appended to this report.
- The financing strategy in support of fleet procurement has been agreed and this is discussed in paragraph 12.
- An interim GE Managing Director with significant industry and local government experience has been appointed to oversee transitional and mobilisation plans and to ensure that services are prepared for seamless delivery from July 2020.
- Dedicated internal HR support has been secured to ensure that TUPE and other workforce related tasks are efficiently managed.

4. Company Business Plan

- 4.1 GE is a Teckal compliant (see paragraph 12.7) Local Authority Trading Company (LATCO), incorporated 02.08.2019 following the approval of the full Business Case by the Cabinet in July 2018. It will comprise of approximately 350 employees transferring from the current service provider under TUPE, with an operating budget of £21m.
- 4.2 The draft Business Plan (at appendix 1) sets out the market opportunity GE sees for the application of a commercial and operational approach to business, within the Teckal compliant LATCO structure that has the opportunity to deliver 100% of the benefits to Ealing Council on behalf of residents and local businesses.

- 4.3 GE will initially take over the environmental services contract operated by Amey, operating on a like-for-like basis in terms of scope of services delivered. Relevant services are specified below.
- Waste & Recycling;
 - Street Cleansing;
 - Parks and Open Spaces
- 4.4 The objective of GE is to take ownership of the services with the aim of improving the quality of services delivered. Within the current scope of services, GE aims to deliver investment in better waste collection infrastructure, safer and more efficient waste collection rounds, clean streets and green spaces at the same time as controlling costs and emissions to achieve improved operating efficiency and reduced environmental impact.
- 4.5 GE is a partner of Ealing Council, in place to deliver services in line with Council Policy and achieve best value and quality in relation to the portfolio of services specified by the Council and within the agreed budget. This is in contrast with inflexible, adversarial, client-contractor relationship that has historically often been experienced in outsourcing arrangements. GE and its senior management team will hold themselves transparent and accountable to the Council with performance measured against robust key performance indicators. These will be governed by regular Board meetings and quarterly Shareholder Committee meetings in addition to fit for purpose contract monitoring arrangements.
- 4.6 Any future Business Plan proposals for investment into GE will be presented to the Board and Shareholder for validation to ensure they are robust and represent the best return to the public, with full justification for the allocation of funding agreed.
- 4.7 Fleet maintenance is still being reviewed by officers with best VFM in mind, vehicle & plant storage will take place at Greenford depot and Acton depot
- 4.8 Council officers have significant knowledge and experience of local priorities and demand which can be offered as support in partnership with GE to improve the quality of services provided to the borough, enabling improved cost control and customer service.
The senior management team will support all employees through coaching and training, including apprenticeships. At all times GE requires everyone to operate to the highest standards of ethics, integrity and health & safety and there is a zero-tolerance approach across each of these areas.

5. Company Governance Arrangements

5.1 Articles of Association and Shareholder Decision Making

GE was incorporated on 2nd August 2019 as a Company Limited by Shares. The Council is the sole shareholder. It is proposed that the model Articles that were adopted for the purpose of incorporation are amended to reflect the Council's requirements and in particular the matters to be reserved to the Council as Shareholder for Decision. The proposed Amended Articles of Association are attached at Appendix 2. For ease of reference the list of matters which it is proposed are reserved to the Council for decision are attached at Appendix 3.

It is proposed that the Council's Shareholder decision making powers are exercised by the Director of Environment in respect of the following matters:

- (a) changing the nature of the Company's business;
- (b) bidding for contracts in excess of £0.500m on any one contract (whether singly or as part of a series of contracts which might properly be viewed as part and parcel of the same matter);
- (c) acquiring or disposing of assets not included in the business plan or that exceed £0.100m in value
- (d) agreeing or amending the Company's periodic business plan
- (e) the right to appoint or remove Directors by notice in writing
- (f) the right to appoint or request the removal of the Managing Director

It is proposed that the Council's Shareholder decisions as follows would be subject to Cabinet approval:

- (g) forming or participating in a joint venture (howsoever described);
- (h) forming a subsidiary or acquiring shares in another corporate entity;
- (i) declare a dividend or distribution (whether monetary or in specie);
- (j) raising finance or incurring indebtedness, including (without limitation) by way of finance or operating lease, hire purchase, loan or deferred payment terms (other than standard trade credit on no more than thirty days terms);
- (k) the ability to change the shareholding or bring in private capital is also reserved for the Council.

5.2 Company Directors

GE will have a minimum of 3 Directors, two of whom must be appointed by the Council.

Council-appointed directors in this role will be legally required to fulfil their fiduciary duties to the Company, acting in the best interest of the Company. To avoid conflicts of interests and accusations of bias or predetermination, council-appointed Directors should not be officers who have responsibility for matters on which the Council needs to retain unfettered decision-making ability. Both the council director nominees meet this criterion

It is proposed that the quorum for the transaction of business at a meeting of Directors is any three eligible Directors, which must include two council-appointed Directors- save that where a Relevant Interest of the Director is being authorised by other Directors.

The proposed GE council-appointed directors are Alison Reynolds and Tim Smith. The third (non-council appointed) director is proposed to be Mike Boulton.

Mike Boulton is a highly experienced and well-respected leader in the delivery of public services particularly in the waste industry. He has held senior positions in both the private and public sectors, including local government. He has direct first-hand experience of managing the range of services covered by the Council's contract with GE. He will bring both technical knowledge and rich experience of managing change in this sector including the mobilisation and start-up of new contracts. His overall experience therefore, has both depth and relevance and will be an asset to both GE and to the Council as the head of a key future partner.

Alison Reynolds (Director of Customer Services) and Tim Smith (Head of the Commercial Hub) have been identified as officers within the Council to sit on the GE Board. Both have excellent track records in their particular disciplines. They have senior-level experience in customer services, procurement, managing change and a commercial approach that will all be of benefit to the Board. These three individuals will give the Board a balanced feel of public/private experience, industry knowledge in tandem with first hand Ealing experience.

6. Termination of the Current Contract with Enterprise Managed Services Ltd

- 6.1** In April 2018, the Cabinet authorised the termination of the environmental services contract with Enterprise Managed Services (now AMEY), with termination to take place no later than 5th July 2020. The contract with AMEY includes the requirement to provide to the Council a detailed exit strategy. This has been received and agreed and a robust mobilisation plan is currently being drafted with the recently appointed interim GE Managing Director. This will ensure a 'no-surprises transition' of service from AMEY to GE. The plan will be closely monitored by senior Council Officers to ensure successful delivery. The demobilisation and exit plan is attached at Appendix 4.

7. Delivery of Services by GE to the Council

This operational plan has been based on providing like for- like services to those provided at the time of writing. Operation of these services via an Ealing Council Trading Company gives the Council an opportunity to increase (or decrease) service specification in line with service quality considerations, policy and affordability.

Proposed specification

The scope of services that GE will take over from Amey and deliver on a like-for-like basis is set out below.

Waste and recycling collections

A large service change to the waste and recycling methodology in 2016 saw residential residual & recycling collections change from once a week to AWC (alternative weekly collections) this is 100,000 households each week. (50,000 residual 50,000 recycling)

- Waste collections also take part in the following areas
- Garden waste collections fortnightly approx. 15,000 properties
- Residual waste collections from Flats including above shops approx. 45,000 properties
- Recycling collections from Flats including above shops approx. 10,000 properties
- Commercial waste collections throughout the borough 10,000 businesses
- Weekly food waste collections across the borough. Approx. 100,000 properties

Grounds Maintenance

The Grounds Maintenance service changed its specification in 2016 to assist the contractor. As Grounds Maintenance is a seasonal operation it has varied frequencies for the summer and winter periods

- Deep cleansing of open spaces upon request except the 20 Green Flag sites which are scheduled
- Grass cutting length of 30mm-90mm
- Visits to pond and watercourses upon request
- Litter removal is broken down into 8 standards each open space is given a standard 1- 8 depending on the standard depends on the frequency of litter removal this varies from twice per day in the summer periods to once every fourteen days in the winter period

Street cleansing

The Street cleansing service within the borough is currently split into two types of cleansing:

- Standard cleansing: Removal of litter, fly tips, broken glass, dog fouling
- Deep cleansing: Removal of litter, fly tips, broken glass, dog fouling, detritus & vegetation

Current street cleansing frequencies are detailed in the table below.

Frequency	Times
Zone One; Town Centres	Cleanse twice per day, 7 days per week
Zone Two; Secondary Retail, Transport Hub or Very Busy Road	Cleanse before 17.00 hours, 7 days per week
Zone Three; Busy Roads, Schools or Heavy Footfall,	Standard Cleanse once every week, Deep Cleanse four times per year
Zone Four; Residential Roads, Paths or Subways,	Standard Cleanse a minimum of every two weeks or when required, Deep Cleanse four times per year
Zone Five; Residential Roads, Paths or Subways	Cleanse a minimum of every three weeks or when required, Deep Cleanse four times per year
Zone Six; Warehouse Industrial Roads	Standard Cleanse once every week, Deep Cleanse once every eight weeks
Zone Seven, gated, Adopted Alleyways	By Request
Housing Estates; various frequencies	Standard Cleanse weekly, Deep Cleanse once every four weeks
Street Bins in Zone One to Five, TFL and Car Parks	Empty before 17.00, 7 days per week
TFL Trunk Roads	Footway only Cleansed traffic management required for slips and traffic islands, Standard Cleanse weekly, Deep Cleanse once every four weeks
1 X Daily Neighbourhood Bring Recycling Sites	Cleanse before 17.00, 7 days per week
Car Parks	Standard Cleanse weekly, Deep Cleanse once every four weeks

Full service specification is included in the following appendices:

Waste Appendix 5

Grounds Maintenance Appendix 6

Street cleansing Appendix 7

The detailed suite of performance indicators related to the delivery of these services and other contract requirements, is included in appendix 8

8. Delivery of Support Services by the Council to GE

The Council will provide support services to GE through Service Level Agreements (SLAs) and each SLA will include measurable performance indicators, break clauses and remedies for non-performance.

Support Services will include HR/payroll support, Legal and Procurement support, Finance, (including transactional finance functions and financial controller activities) the provision of ICT equipment and services and Customer Services.

9. Premises

GE will operate out of two depot sites at Greenford and Acton, occupying space currently used by AMEY. This includes office accommodation, fleet parking, vehicle washdown facilities and other areas required to support the delivery of services to the Council. The necessary formal lease and licence agreements are currently being drawn up.

10. Staffing

10.1 The current workforce is employed by the service provider Enterprise Managed Services Ltd. The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended will apply to the staff assigned to the Ealing contract and will have a right to transfer to GE, subject to any formal consultation and measures.

10.2 GE will be an organisation that works closely with the Council and will fully reflect the Council's values and beliefs. The company will have a public service ethos at its core with service delivery its main priority and GE will treat its employees in a commensurate manner. This means that the company will need to put in place plans to:

- Pay the London Living Wage from day one. (This is not paid by the current service provider and has been assumed in the GE Business Plan).
- Reduce the reliance on Agency Staff

- Develop a training and development programme open to all staff – identifying opportunities for advancement for front line staff to Drivers and beyond to Supervisory and Managerial levels.
- Improve in areas where skills development has been neglected or left behind e.g. horticultural skills, vehicle fitters or HGV training – the company will grow its own.
- Develop a new apprenticeship programme
- Provide an enhanced pension scheme with an increased employer contribution will be made available
- Provide the best vehicles and plant, including a new fleet of 145 vehicles, to enable staff to do their jobs
- Provide the safest possible working environment – with health and safety a priority
- Work closely in collaboration with the trade unions
- It is envisaged that the focus will be on permanent, local jobs for local people.

10.3 GE is required to register itself as a new employer and set up PAYE with the HMRC to pay tax and national insurance in respect of its employees. It will also require a payroll system to pay its staff and the Project Board have been provided with a proposal to contract with the council's HR department for the provision of iTrent payroll and pension software.

10.4 GE is required to obtain Employers' Liability Insurance to cover for at least £5m from an authorised insurer and display this in its workplace.

10.5 Recruitment to key positions within the company will be required, including a Finance Manager, HR Manager and Transport Manager (see the structure chart attached at Appendix 9).

10.6 GE will also require the development and set up of a suite of employment policies and procedures for new employees. It is legally required to have in place a number of policies and procedures, including a standard written statement of employment particulars to ensure compliance with the Employment Rights Act 1996, the Employment Act 2002 and the Equality Act 2010. The following policies are legally required:

- Anti-harassment and bullying
- Discipline and grievance
- Absence management
- Equal opportunities policy to comply with the Equality Act 2010
- Annual leave
- Shared parental leave
- Capability and performance
- IT, communications and use of equipment policy
- Health and Safety policy including accident reporting procedures and what to do in the event of a fire.
- Data protection and data security policy to comply with the Data Protection Act 2018 and GDPR legislation
- Anti-corruption and bribery policy to demonstrate compliance with the Bribery Act 2010.

Other policies include

- Performance appraisal
- Expenses
- Maternity
- Paternity
- Parental
- Flexible working
- Retirement
- Redundancy
- References
- Job evaluation

10.7 Pensions

GE is required as per the Pensions Act 2008 to automatically enrol eligible staff into a workplace pension and pay into it from the first day it employs staff. The employees who transfer from Enterprise Managed Services to GE with accrued pension benefits will be provided with access to an improved pension scheme. Subject to appropriate agreement by the Pension Fund Panel, GE will be seeking Admitted Body Status to the council's Local Government Pension Scheme for up to 15 potential staff members who were original Ealing employees. This will be a closed scheme only available to that group.

10.8 Accommodation

All staff will be accommodated in the Greenford Depot, subject to a lease with the Council.

10.9 Health and Safety

The Health and Safety Executive recognises that the waste management and recycling industry has grown rapidly over the past decade in response to the environmental challenge to divert waste from landfill. Unfortunately, the industry has a poor health and safety performance. Fatality rates are over ten times the all industry average, second only to agriculture. Local authorities have a major role to play in reducing these high rates of fatal injury, and the high rates of other injuries which accompany them. It is therefore essential that suitable consideration is given to the GE safety arrangements.

Ealing Corporate Health and Safety are advising the GE team on all aspects of operational safety risk to ensure the company understands its responsibilities and is properly resourced to manage them. A health and safety management plan will be established in line with The Waste Industry Safety and Health (WISH) Forum guidance.

As GE will be a separate legal entity, there is a requirement for it have its own competent advice available. This could be 'in house' or externally procured.

There is a need for a detailed 'handover' from Amey to ensure all routine monitoring and training continues, for example periodic health checks.

Senior management both in the Council and GE need to not only prioritise safety as part of plans but to be seen through actions to prioritise safety, this is to make sure the cultural tone is set at the start.

11 Financial Implications

- 11.1 The table below set outs the revenue funding requirements in respect of GE over the next 5 years as currently estimated to cover the annual operational costs of the waste & recycling, street cleanings and parks & open spaces services by GE.

Table 1 Annual Contractual Costs and Council Budget

Annual Contractual Costs and Council Budget	£m					
	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25
		YR 1 (incl.9m service)	YR 2	YR 3	YR 4	YR 5
LATCo Annual Contractual Costs	0.376	15.841	20.653	21.121	21.675	22.091
LATCo Rent Payment to Council	0.000	(0.630)	(0.860)	(0.882)	(0.904)	(0.927)
Net Cost to Council for Waste & Recycling, Street Cleanings and Parks & Open Spaces	0.376	15.212	19.793	20.239	20.771	21.165
Council Budget Provision	0.736	9.862	13.149	13.149	13.149	13.149
Net (Surplus)/Deficit to Council	(0.360)	5.350	6.644	7.090	7.622	8.016

- 11.2 Based on the GE business plan and the current costing analysis it is expected that the service will cost the Council £15.212m in 2020/21, £19.793m in 2021/22, and with the likely subsequent annual costs indicated in Table 1 above.
- 11.3 The cost for running the service within GE Ltd are £5.350m and £6.644m greater than the current budget provision in 2020/21 and 2021/22 and so the Council will need to provide for growth in its MTFS to cover the additional running costs of GE. This increase is noted in Table 1 in the Net (Surplus)/Deficit to Council line.
- 11.4 As 2020/21 will be the first year of trading for GE and it is possible that final costs in a few areas might change, the council will best cater for this by a contingency to cover expenses that are currently less certain. The service is refining its estimates for these amounts and currently expects on a risk-based assessment the most likely outcome figure to be £0.5m in 2020/21 and £0.4m 2021/22 onwards. It is recommended the council's MTFS budget further allow for these potential amounts.
- 11.5 It is expected there will be up to £3m of loans needed by GE, comprising capital expenditure by GE by the end of 2019/20, and further working capital required in 2020/21 Q1 before services start in July 2020. It is expected that the Council will be the source of working capital financing. It is envisaged there will be payments at the start of each month to GE from

start of operations to minimise the level of working capital funding during the contract term.

- 11.6 The set-up costs to date expected for 2019/20 are £0.376m for core staffing and advisory costs. This would leave £0.360m currently from the £0.736m approved in July 2018 for use from reserves as a one-off sum. This £0.736m was for the establishment of the company with all the necessary functions and systems, and to commence work needed to transfer the service, employees and equipment to deliver the services.
- 11.7 The above proposals are subject to internal corporate finance review to ensure optimisation for corporation and value added tax, and the correct accounting treatment including re the capital value of assets held under leases.

12 Legal Implications

Company, Governance and Vires

- 12.1 The Local Government Act 2003 allows local authorities to trade in function-related services through a company and to do for a commercial purpose anything which they are authorised to do for carrying out their ordinary functions.
- 12.2 S.1 of The Localism Act 2011 provides a general power for a local authority to do anything that individuals generally may do, including participating in company activities. The power is not limited by the need to evidence a benefit accruing to the local authority's area, nor is it limited in geographical scope. However, existing and future restrictions contained in legislation continue to apply.
- 12.3 The Council has a statutory duty under the Environmental Protection Act 1990 to provide waste collection services and to make arrangements for the collection of recyclable waste. The Council has power under the Local Government (Miscellaneous Provisions) Act 1976 to provide recreational facilities. The Council has statutory duties under the Local Government Act 1972 to provide and maintain burial grounds. The Open Spaces Act 1906 provides that open spaces and burial grounds must be maintained in a good and decent state.
- 12.4 GE was incorporated with the Model Articles of Association. It is now proposed that the Articles are amended so they are fit for purpose for a Council controlled 'Teckal' company of this sort. The Articles determine limits to the Company's authority and the rules according to which the Company must conduct business. Certain decisions are reserved to the Council as sole shareholder, by way of the Company including within its Articles of Association a list of reserved matters. These are attached at Appendix 2.
- 12.5 Local authority officers may participate in a variety of external organisations, including acting as Directors on Council controlled companies. Where the

Council has made the appointment, it is important to ensure that it is carried out lawfully and that the authority benefits from the arrangement. The power to appoint officers to outside bodies currently rests with Full Council. The Local Authorities (Indemnities for Members and Officers) Order 2004 provides for circumstances in which a relevant authority may provide an indemnity to any of their members or officers and secure relevant insurance.

Contract, Procurement and State Aid

- 12.6 The Council has power under the Local Government (Contracts) Act 1997 to contract with external service providers to carry out functions of the Council
- 12.7 A contract can be awarded by the Council directly to a ‘controlled company’ without the need for a competitive tendering exercise by virtue of Regulation 12 of the Public Contract Regulations 2015. The characteristics of a controlled or “Teckal” company are that:
- the Council exercises over the company a control which is similar to that which it exercises over its own departments (the “Control Test”);
 - more than 80% of the activities of the company are carried out for the Council (the “Function Test”); and
 - there is no direct private capital participation in the company

The Council will be deemed to exercise control over the company similar to that which it exercises over its own departments where it exercises a decisive influence over both strategic objectives and significant decisions of the company, or the control is exercised by another council controlled company. It is intended that the proposed company will be 100% owned by the London Borough of Ealing, and this satisfies the Control Test.

At least 80% of the activities of the controlled company must be carried out for the Council to satisfy the Function Test. If the company trades more than 20% of its activities with bodies other than the Council, it will need to establish a separate trading arm of the controlled company or a new trading company to trade these services.

- 12.8 To reduce risk of challenge on the grounds of state aid or potential future costs, it is currently proposed all contracts, leases and agreements between the Council and GE will be on commercial terms.
- 12.9 GE will be a contracting authority for the purpose of the Public Contracts Regulations 2015, i.e. a body governed by public law and so will require its own set of Contract Procedure rules to ensure that it complies with the legal requirements and obtains value for money when procuring works and services.

Employment and Pensions

- 12.10 The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) will apply and staff employed by Enterprise Managed Services Ltd will have the right to transfer on the same terms and conditions and with their employment law rights preserved.

There are obligations to inform/consult with representatives of the affected employees and Enterprise Managed Services is obliged to supply information relating to its relevant employees to GE.

- 12.11 Generally speaking, TUPE does not apply to pensions, and, TUPE does not give transferring employees the right to remain in the same pension scheme.

However, as a result of the Best Value Authorities Staff Transfers (Pensions) Direction 2007, it will be necessary to determine if there are any transferring employees who were previously employed by the Council, and who transferred out from the Council by a previous TUPE transfer, have been working on the relevant activities ever since (perhaps being affected by further TUPE transfers). If there are such employees, then the Council will need to comply with the requirements of the Pensions Direction by inserting appropriate clauses into the contract with GE.

Equalities

- 12.13 The Council is required to comply with the Public Sector Equality Duty which is set out in S.149 Equality Act when making decisions regarding the future delivery of public services. S.149 requires the Council to have "due regard" to:

- The need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the EqA 2010 (section 149(1)(a)).
- The need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it (section 149(1)(b)). This involves having due regard to the needs to:
 - remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
 - take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it (section 149(4)); and
 - encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.

Sch 19 of the Equality Act 2010 provides a list of public authorities that must comply with the Public Sector Equality Duty. Local authority controlled companies such as GE are not contained within that list. However, the general

equality duty also applies to other organisations that exercise public functions in their own right or on behalf of the Council.

The Act defines a public function as a function of a public nature for the purposes of the Human Rights Act 1998.

Freedom of Information and Data Protection

- 12.14 GE will be subject to requests for the disclosure of information under the Freedom of Information Act 2000 in its own right and will need to comply with current Data Protection legislation. As such, the company will need to maintain a record management system that complies with the relevant guidance concerning the maintenance and management of records.

GE should liaise with the Council as appropriate to ensure consistency in answering FOI requests and provide such information to the Council as it may require, to answer requests it has received.

13 Value For Money

This is addressed throughout the report

14 Risk Management

- 14.1 The top 8 risks to the project that have emerged are set out below:

- 14.1.1 Contract termination risk and mobilisation: The Council will need to manage the wind down of the contract with Amey to ensure service standards are maintained. The existing financial default clauses allow for this and high-level meetings between the Council and Amey are due to take place.

There will also be the need to manage the transfer of the services and an exit plan is required as part of the contract to ensure the smooth transition of services to a new entity.

- 14.1.2 Organisational commitment and resources: Establishing a local authority company to ensure it is successful will require significant resources and focus from the council including Finance, ICT, HR, Legal, Corporate Health and Safety, Procurement. Additional resources have been factored in the business case and key officers from Finance, HR, Legal and ICT engaged. Project management arrangements will be put in place with a dedicated programme manager and external support to provide expertise and experience.

- 14.1.3 Financial risk: Detailed business case development has taken place, with support from an external organisation with an expertise in this area, to ensure as great an understanding of the costs of the service as possible. Much raw data was also provided by Amey to help establish

the costs. However, undoubtedly there will be factors unknown to the Council until the service is transferred. From the outset it will be critical to have in place robust financial controls and monitoring in place in order that the Council as shareholder is satisfied with the financial stability of the LAC and the efficiency of the services. It is likely that the financial management and monitoring from the Council in the first year of operation will be tighter.

14.1.4 Operational risk: With an in-house service the Council will indirectly through a local authority-controlled company bear the operational risks. It will be critical to secure the right management skills at board level, management and supervisory level to manage those risks. The most critical point is at the point of transfer of the services ensure the right data to allow the services to run, systems, sub-contractors and staff transfer. Proper project management with external support should reduce risks to operation during transfer

14.1.5 Skills and Experience: A local authority company may inherit some operational management from the employees who transfer from across from Amey, however, some may choose to remain with Amey and move to other Amey contracts. It will be possible to buy in further skills and appoint non-executive directors who would be able to provide specific commercial, financial or operational expertise. The Council will retain as both shareholder and in a client function an expertise in the delivery of the services in GE.

14.1.6 Infrastructure: Depending on the exit agreement with Amey, vehicles and plant will need to be acquired and the necessary supplier arrangements such as fuel put in place. Depot provision is already in place at Greenford. Provision for establishing the infrastructure has been included in the options and given the notice period there should be more than adequate time to ensure the infrastructure is in place. There is also the opportunity to explore procurement framework agreements and joint purchasing with other local authority companies and councils.

14.1.7 Employee matters: The operation of the services depends on trained and motivated employees. Throughout the coming two years and the mobilisation it will be important to engage with the trade unions and ensure adequate communications with employees to minimise uncertainty.

14.1.8 Brexit. Clearly the form of Brexit, should it happen, may impact on GE preparation and service delivery. Key associated risks are in relation to

- Vehicle delivery – whilst pound prices have been agreed, suppliers include non-UK, EU based manufacturers who may encounter import/customs related difficulties and additional charges in the face of a no-deal Brexit. These could be passed through and result in the Council incurring additional costs.
- Fuel supply & price

- The cleansing and waste collection services comprise a significant number of non-UK nationals, so availability and retention may be a post Brexit challenge

All risks will continue to be assessed throughout the process and reported as part of the next update report to the Cabinet.

15. Community Safety

None.

16. Links to the Future Ealing Outcomes for the Borough

16.1 The borough has the smallest environmental footprint possible

Environmental services delivery is one of the areas where the Council can have a positive impact on developing a more sustainable place through encouraging and pushing residents to reduce waste and increase recycling. For the year 2017/18 the Council's recycling rate was the second highest in London at a time when recycling rates nationally have plateaued. Increasing recycling further is a key environmental and financial aim of the Council and these proposals will allow the Council to pilot different approaches and propose longer term change.

16.2 Ealing is a clean borough and a high-quality place where people want to live

Both waste collection, street cleansing and grounds maintenance are key in maintaining a clean and quality place and an area where there are significant pressures in terms of increasing population numbers and higher density housing placing pressures on environmental infrastructure. Future Ealing projects such as the Active Citizen's programme focus on giving more residents control of their local environment with a focus on parks, and a further programme targets intervention in areas where there less care for the environment for a number of reasons. This includes, for example, houses of multiple occupancy where a mix of inadequate waste facilities and a more transient population creates particular waste and cleaning problems

17. Equalities, Human Rights and Community Cohesion

In terms of implications for residents the service delivery model should have minimal impact and those services such as assisted collections would remain for people with mobility difficulties.

18. Property and Assets

See Paragraph 9 above for detailed implications.

21. Appendices

Appendix 1 Draft GE Business Plan
 Appendix 2 Ealing Environmental Services Ltd – Articles
 Appendix 3 Draft Shareholder Reserve Matters
 Appendix 4 Ealing Contract Demobilisation Sunday 5 July 2020
 Appendix 5 Waste spec
 Appendix 6 Grounds Maintenance spec
 Appendix 7 Street Cleansing spec
 Appendix 8 Contract KPIs

22. Background Information

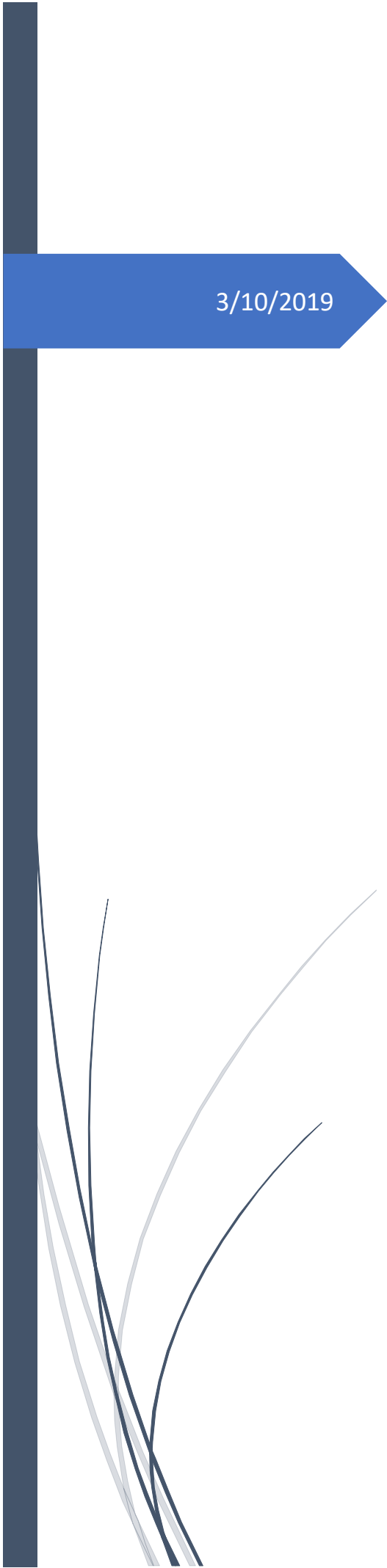
Report to Cabinet 20th March 2018
 Report to Cabinet 10th July 2018
 Report to Cabinet 23rd April 2019

Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Ross Brown	Chief Finance Officer	13/9/2019	17/9/2019	Throughout
Helen Harris	Director of Legal and Democratic Services	13/9/2019	30/9/2019	Throughout
Chuhr Nijjar	Senior Contracts Lawyer	13/9/2019	30/9/2019	1,12
Liz Chiles	Director of Human Resources and Organisation Development	13/9/2019		
Tony Clements	Executive Director of Place	13/9/2019	30/9/2019	Throughout
Gary Alderson	Director of Environment	13/9/2019	17/9/2019	Throughout
Earl Mckenzie	Assistant Director – Street Services	13/9/2019	17/9/2019	Throughout
Kevin O’Leary	Interim Consultant	13/9/2019	17/9/2019	Throughout
John Arnold	Senior Project Officer, Street Services	13/9/2019	17/9/2019	Throughout
Chris Bunting	Assistant Director - Leisure	13/9/2019	30/9/2019	
Tim Smith	Head of Commercial Hub	13/9/2019	13/9/2019	3
Nish Popat	Interim Head of Accountancy	13/9/2019	17/9/2019	1, 11
Chris Neale	Senior Finance Business Advisor, Environment	13/9/2019	19/9/2019	11

Report History

Decision type:	Urgency item?
Key decision Yes	
Report no.:	Report author and contact for queries:
	Earl Mckenzie, 0208 825 5194



3/10/2019

Greener Ealing¹¹ Ltd

Draft Business Plan 2019/20 – 2020/21

Introduction

This is the draft Business Plan for Greener Ealing Ltd. Ealing Council's Local Authority Trading Company or LATCO.

The Company is not trading and is in a preliminary phase of discovery and establishing what needs to be done in advance of the transition of services from Amey to Greener Ealing in July 2020. It must be stressed that much work has been done and key activities are well advanced e.g. the purchase of a brand-new fleet and the identification of a range of business support systems. However, there is still much to do this initial plan highlights the issues currently being dealt with by the Project Team.

The creation of Greener Ealing represents an exciting opportunity to develop an organisation that works closely with the Council and fully reflects the Council's values and beliefs. The company will have a public service ethos at its core with service delivery its main priority and Greener Ealing will treat its employees in a commensurate manner. This means that the company will need to put in place plans to:

- Pay the London Living Wage from day one. (This is not paid by the current service provider and has been assumed in the Greener Ealing Business Plan).
- Reduce the reliance on Agency Staff
- Develop a training and development programme open to all staff – identifying opportunities for advancement for front line staff to Drivers and beyond to Supervisory and Managerial levels.
- Improve in areas where skills development has been neglected or left behind e.g. horticultural skills, vehicle fitters or HGV training – the company will grow its own.
- Develop a new apprenticeship programme
- Provide an enhanced pension scheme with an increased employer contribution
- Provide the best vehicles and plant, including a new fleet of 145 vehicles, to enable staff to do their jobs
- Provide the safest possible working environment – with health and safety a priority
- Work closely in collaboration with the trade unions
- It is envisaged that the focus will be on permanent, local jobs for local people.

Key Business Plan Actions are included in the body of the report within the relevant section and a consolidated list is provided towards the end of the plan.

Executive Summary

- Greener Ealing Ltd is a Teckal compliant Local Authority Trading Company (LATCO).
- It will initially consist of c350 staff with initial revenues of approximately £21m.
- Greener Ealing will fully reflect the Council's values and work in close partnership with the Council.
- Greener Ealing Ltd will take over delivery of the environmental services currently being delivered by Amey in July 2020.

- The services included are Residual Waste and Recycling services, Street Cleansing, Grounds Maintenance and Fleet Management.
- A robust project plan is in place – this covers Governance structures, Finance, Transport, HR, Recruitment, Staff Training and Development, Information and Communications Technology (ICT), Health and Safety, Operations and Service Quality and Delivery, Legal service and property & FM.
- Working Together - the management team of Greener Ealing recognise the importance of staff development and training, including the creation of new apprenticeships and decent terms and conditions for staff. Collaborative working with the local trade unions is seen as vital to this.
- Greener Ealing will be integral to reducing Ealing's Carbon Footprint and environmental impact and will work closely with the Council and other partners to achieve this.
- Greener Ealing will explore future commercial opportunities following mobilisation in 2020 – the initial priority is to mobilise services and to provide assurance that delivery will be guaranteed and improved.

Mission Statement

It is the mission of Greener Ealing Ltd to provide high quality services to the residents and businesses of Ealing in an efficient, effective, flexible and innovative way for the benefit of everyone who lives in, works in or visits the Borough.

We aim to:

- Improve the delivery of services for all;
- Encourage a culture in which staff can flourish by providing support and development opportunities and improvements in terms and conditions;
- Deliver best value for money to the Council and its residents.

Vision and Values

Our vision is to support the aims of Ealing Council in delivering high quality sustainable services in a socially responsible and environmentally friendly way.

We will fully reflect the values of Ealing Council we will work to:

- Improve the lives of residents
- Support the borough to have the smallest environmental footprint as possible
- Help Ealing create a clean borough and a high-quality place where people want to live.

We will be:

Appendix 1

- Trustworthy
- Collaborative
- Innovative
- Accountable

We will make every effort to work together with the Council and its partners. We will ensure that this principle of working together and collaborating extends through the organisation internally and externally.

KEY ACTION 1 – Develop a workforce Strategy that addresses the vision and values of the business and partners as set out above.

Initial Greener Ealing Services in scope

The services that Greener Ealing Ltd will take over from Amey, and initially deliver on a like-for-like basis are set out below. This business plan and its costings have been based on providing like for-like services to those provided at the time of writing.

Residual Waste & Recycling

In summary the service will include:

- Collection of Recyclables every 2 weeks on the same Working Day in that week;
- Collection of Green Waste every 2 weeks on the same Working Day in that week at those properties which are service subscribers;
- Collection of Residual Waste every 2 weeks on the same Working Day in that week;
- Collection of Food Waste every week on the same Working Day in each week

Street Cleansing

In summary the service will include:

- Ensuring that the Town centres do not fall below Grade A standard between [06:00] and [18:00] hours Monday to Sunday and that Litter Bins are not full or overflowing;
- Removal of reported fly tips within 24 hours Monday -Friday
- Emptying of litter bins throughout the borough once per day Monday – Friday once during the weekend and Bank holidays
- Maintaining cleaning standards in accordance with three identified frequencies for the borough
 - Weekly cleansing carried out on 197 streets
 - Fortnightly cleansing carried out on 1343 streets
 - Three-week cleansing carried out on 690

In the event that an area falls below the Grade C standard, Greener Ealing shall return that area to Grade A standard in line with the Code of practice within the response time for the Zones for all High Land use areas, which are:

Parks Trees and Open Spaces

In summary the service will include

- Four times per calendar year deep operational site cleansing at 33 priority sites.
- One time per year deep operational site cleansing for the remaining sites
- Monthly deep operational site cleansing during April, May & June for sites entered in to Green Flag awards.
- Litter removal is based on site frequency which varies from twice a day to fortnightly.
- Grass cutting is carried out as required usually 18 times per year.

Fleet Management

Greener Ealing Ltd will have an extensive range of vehicles. It includes:

- 44 Refuse/ Recycling Vehicles
- 67 cage tippers
- 7 Road Sweeping Vehicles
- Up to 20 full electric vans
- 7 vans

Total of 145 fleet.

In summary the service will include:

- To provide the Fleet Management Service for those vehicles and plant
- To provide and maintain, at all times, in a fit, serviceable and roadworthy condition all Greener Ealing LTD vehicles including a programme of servicing requirements of each of vehicle to ensure the vehicle is legislatively compliant.
- To complete services within [1 Business Day] of delivery except for the 12-monthly service and MOT which shall be completed in [2 Business Days] subject to VOSA test availabilities.

KEY ACTION 2 – Develop a mobilisation and implementation plan that will meet the initial service specification requirements as set out above.

Greener Ealing Project Plan

Appendix 1

There is a Project Plan in place and the main headings of this are referred to below and a brief update is provided. This will be converted into a full mobilisation plan as soon as possible.

Governance Arrangements

GE Ltd was incorporated on 2nd August 2019 as a Company Limited by Shares. The Council is the sole shareholder. It is proposed to agree the model Articles that were adopted for the purpose of incorporation, to reflect the Council's requirements and in particular the matters to be reserved to the Council as Shareholder for Decision. The proposed Amended Articles of Association are attached at Appendix 2. For ease of reference the list of matters which it is proposed are reserved to the Council for decision are attached at Appendix 3.

It is proposed that the Council's Shareholder decision making powers are exercised by the Director of Environment in respect of the following matters:

- (a) changing the nature of the Company's business;
- (b) bidding for contracts in excess of £500,000 on any one contract (whether singly or as part of a series of contracts which might properly be viewed as part and parcel of the same matter);
- (c) acquiring or disposing of assets not included in the business plan or that exceed £100K in value
- (d) agreeing or amending the Company's periodic business plan
- (e) the right to appoint or remove Directors by notice in writing
- (f) the right to appoint or request the removal of the Managing Director

It is proposed that the Council's Shareholder decision making powers are exercised by Cabinet in relation to the following matters:-

- (g) forming or participating in a joint venture (howsoever described);
- (h) forming a subsidiary or acquiring shares in another corporate entity;
- (i) declare a dividend or distribution (whether monetary or in specie);
- (j) raising finance or incurring indebtedness, including (without limitation) by way of finance or operating lease, hire purchase, loan or deferred payment terms (other than standard trade credit on no more than thirty days terms);
- (k) the ability to change the shareholding or bring in private capital is also reserved for the Council.

GE Ltd will have a minimum of 3 Directors, two of whom must be appointed by the Council.

Council officers in this role will be legally required to fulfil their fiduciary duties to the Company, acting in the best interest of the Company. To avoid conflicts of interests and accusations of bias or predetermination, Board Directors should not be officers who have responsibility for matters on which the Council needs to retain unfettered decision-making ability.

Appendix 1

It is proposed that the quorum for the transaction of business at a meeting of Directors is any three eligible Directors, which must include two Directors who are Council employees, save that where a Relevant Interest of the Director is being authorised by other Directors

KEY ACTION 3 – Finalise all necessary Governance arrangements to allow Greener Ealing to operate in accordance with all legal requirements.

DRAFT

Finance

Appendix 1

GE (LATCO) Cost estimate currently	£m					
	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25
		YR 1 (incl.9m service)	YR 2	YR 3	YR 4	YR 5
Staffing	0.183	10.107	13.282	13.625	13.976	14.335
Asset Cost		3.567	4.823	4.892	4.962	5.034
Other Overheads	0.193	2.167	2.548	2.604	2.737	2.722
Total GE costs	0.376	15.841	20.653	21.121	21.675	22.091

Commentary on Figures

The below commentary gives more details on assumptions and is based on the full year operational figures.

1. Staff costs

The above costings are based on anonymised TUPE data received from Amey as the council has not yet obtained full access to Amey's financial information. The staff costs have been modelled on the Council's assessment of staffing resources required to run services. These costs are subject to further review and finalisation.

- Salary for operatives £8.6m and management £0.8m are based on approximately 350 staff (pending any necessary refining once the final TUPE list has been received from Amey)
- Overtime costs c£1.8m pa are based on what Amey currently issue for contractual overtime updated for assumptions re the future. . A final open book check on Amey is still required to make sure the estimates have captured all contractual OT.
- £1.3m pa cost has been included for agency (or a staff pool) to cover sickness assumed at 5% and staff holiday at 5 weeks (25 days), and £0.18m has been included for the cost of 30% of the staff being agency.
- Further on costs of £0.4m include Apprentice levy.
- Employer Pension contribution is included for non LGPS staff increased to 5% from the current 3%, with the LGPS contribution included for the 15 staff that are ex council employees.

2. Fleet and plant costs

- Fleet lease payment £1.898m and plant lease payments £0.184m (full year) based on awarded quotes received for 5 year durations are included starting in July 2020, with demo vehicles assumed beforehand where necessary to carry out training.
- The premium of short-term hire costs for vehicles where the leased new ones are delivered late are not currently in the above projections, and currently included in the contingency calculations of the council.
- Planned maintenance £0.914m has been included in the model at 8% of the vehicle or plant unit price, without further itemisation of the related equipment and running costs for now, as the maintenance plan is being reviewed, and staff cost for the workshop has been included.
- Reactive maintenance £0.107m pa for vehicles has been estimated as £0.008m/month a third of Amey's current monthly reactive work of

Appendix 1

£0.026m/month, as there should be less reactive maintenance as the fleet is new.

- Fuel £1.4m pa is based on the litres a week that Amey buys and the current cost of fuel.
- Insurance £0.267m for vehicles and £0.018m for plant is based on estimates by brokers, and road licence fees of £0.050m have been included

3. Investment requirements (start-up costs and working capital)

The main 2019/20 start-up costs currently estimated at £0.376m are for management from now estimated at £0.183m for operations and finance and fleet management, and £0.193m for other costs of preparing for operations, and legal costs.

The main 2020/21 Q1 start-up costs before commencement of services in July 2020 are currently estimated at £0.549mm for pre-implementation training, tools and equipment, preparations for operations, insurance and management.

4. Fixed, one-time start-up costs

The main £1.092m fixed one-time start-up cost is for IT, and smaller plant and equipment.

£0.587m is the estimated cost for IT systems and associated hardware, with:

- c£0.272m for the accounting system, ensuring linking to the council's systems as needing to be included in the council's accounts, and
- £0.315m for in-cab devices, Health & Safety, Fleet Management and Fuel management.

£0.505m is the estimated cost of other plant and equipment, of this £0.300m is for tools, such as strimmers, £0.050m for hand tools, and £0.140m for personal protective equipment.

This is expected largely to be purchased in 2019/20, and not to be financed by leases.

5. Other operational costs

- Sub-contractors £0.235m pa include Grounds Maintenance subcontractors for Specialised areas such as Northfala fields, weed spraying, and NI195 cleanliness inspections.
- Pre-implementation training over 3 weekends costing £0.112m has been included.
- Training £0.175m pa has also been assumed, and in year 4 a £0.075m additional one-off cost for driver CPC training (which is mandatory every 5 years and that Amey have just completed) estimated based on 150 drivers having £500 training each.
- Liability insurance £0.149m pa is based on current estimates from the brokers and is in the process of being tendered, a further £0.030m is included as the best current estimate for buildings insurance, and an estimate for the cost of directors' liability insurance also has been included

Appendix 1

- Tools and equipment £0.130m pa are based on mix of information received on price and volume of cleansing bags and related assumptions.
- Personal Protective Equipment £0.126m pa has been estimated.
- ICT maintenance costs £0.186m pa are based on estimates received from a Project Information Document analysis by the council ICT service, combining a mix of external suppliers estimates with those of ICT, supplemented by some further information from other suppliers, and that ICT note could still change further whilst relevant work continues.
- HR Services' £0.160m pa estimate of payroll (£0.021m) and Occupational Health (£0.139m) have been included, and also Accounts Payable's £0.018m pa estimate for their services.

6. Costs of office space and related services

The annual full year property cost is estimated as £0.924m pa.

Open market value rental £0.448m pa and service charges £0.172m pa for the depot have been estimated by Lambert Smith Hampton and included, and £0.045m pa for Acton, and an estimate of £0.162m pa rates also. Other costs include £0.070m pa hired plant including for the HWRC.

(The rental and service charge and rates are largely costs not previously recovered from Amey, so whilst they are a cost of GE, they do not affect the net impact on the council budget).

7. Costs of professional services

Overheads pa allow for £20k audit fee, and £35k legal advice.

8. Loans

Loans will be from the council and need to be at commercial rates in order not to cause State Aid complications.

Interest of 3.5% on these loans has for now been included in the revenue projections. This rate will be reviewed to ensure compliance with State Aid regulations.

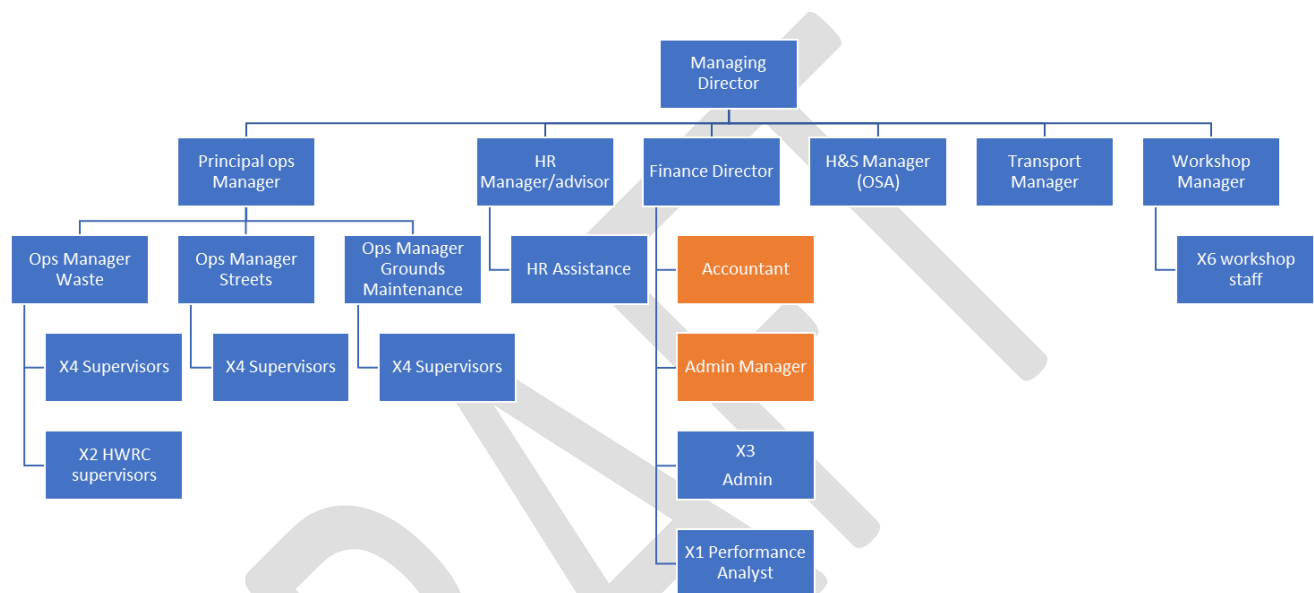
9. Other Financial assumptions

The projections allow for:

- 2.5% inflation on non-fixed costs, and
- Capital costs on equipment and IT being depreciated over 5 years.

Management Structure

An indicative management structure is shown below and has been based on the arrangements largely in play with Amey. It is proposed at this juncture that a new structure will be considered based on that shown below but with a view to maintaining a structure within the existing cost envelope but with a view to modernising the company on a range of fronts. Initial recruitment (see below) will be an important first step in achieving this. Personal development for all staff will be important with leadership, digital transformation, customer service, partnership working and most importantly service delivery key drivers in the business' development.



KEY ACTION 4 – Create a new management structure fit for a modern customer focused service organisation

Human Resources

Greener Ealing is fundamentally a people business. Recognising that staff well-being at work is vital to our success. Appropriate structures, modern smart methods of working utilising technology where appropriate and training and development opportunities at all levels of the organisation including new apprenticeships will be key. Working in partnership with the trade unions will also be a vital ingredient in creating the right culture to creating a successful service business.

In the short term the mobilisation plan will primarily be concerned with ensuring we have the right staff in the right place to deliver the current service offer from day one.

We have received early anonymised TUPE data on which the financial model is based, we are currently looking at recruiting an HR Business Partner to work on the following elements:

- TUPE
- Pensions
- Policies and Procedures

Appendix 1

- Occupational health – Procurement currently looking at Medi Gold contract which also covers Drugs and Alcohol testing.
- Trade union discussions
- Staff consultation

KEY ACTION 5 – AS part of the Workforce strategy (see key action 1) establish consultation and communications processes with the trade unions and workforce.

Recruitment

We need to consider early recruitment to key jobs following the arrival of the Interim Managing Director – these include Finance, HR, Fleet, Health and Safety and Transport Manager roles.

On the frontline and in the first instance to ensure service delivery Greener Ealing Ltd will use local agency suppliers that understand the environmental services industry and who already supply staff to other Local government contracts. Longer term the preference in line with the Council's aspirations will be for permanent secure employment – this will be fully explored in the context of the most appropriate operational and financial position for the Company.

KEY ACTION 6 – commence recruitment campaigns for Greener Ealing Senior Management Team

Health and Safety

The operational environment in these businesses is risky with many safety critical roles undertaken by staff. Greener Ealing Ltd will take a zero-tolerance stance with Health and Safety, with the aim to reduce harm in the work place to zero.

As there will be no immediate change to the services provided by Greener Ealing Ltd, the current Route Round Risk Assessments & Safe Systems of Work will be used until services are settled.

Once the services are settled a full joint review will be undertaken with the H&S manager from Greener Ealing Ltd together with the Council.

KEY ACTION 7 – Develop a set of Greener Ealing Health and Safety Policies and corresponding management arrangements

Information and Communications Technology (ICT)

A great deal of progress has been made on this area and the following ICT systems will be used by Greener Ealing Ltd:

- Whitespace – A business system linked to Ealing back office system that provides in cab data for collection rounds as well as performance data – this will improve customer support.
- SMPL – Monitoring software for Street cleansing used by Ealing to monitor the cleansing performance in line with COPLAR (Code of Practice on Litter and Refuse)
- Tom Tom Fleet Management – used for vehicle telematics and analytics
- iTrent is the payroll system linked to people management i.e. sickness / absence monitoring
- Alcumas is the Health & Safety system used for logging close calls, near misses, accidents, incident, RIDDORS, mini audits.

Appendix 1

- Business World the finance system for Greener Ealing Ltd
- Triscan is a fuel management system used for drawing fuel from the bunker at Greenford depot
- Checked Safe vehicle safety check software used for vehicle defect reporting to be used for the first year while form is created on the Whitespace system

All contracts are to stay with Ealing council as Ealing support services will be maintaining and supporting ICT for Greener Ealing Ltd.

KEY ACTION 8 – Develop implementation plans for all ICT business support systems

Transport and Vehicle Maintenance

To assist in creating a Greener Ealing we have procured 125 Euro 6 vehicles, the latest diesel vehicles on the market that are only bettered by full electric vehicles, where possible we have procured full electric vehicles and awarded 20 vans to be used by the management team.

The larger fleet such as 26T RCVs and cage tippers are currently being tested within the industry, because there is insufficient data at this point in time it has been decided to purchase the fleet with a five-year repayment lease. This not only reduces repair and maintenance costs from year 6 onwards but gives Greener Ealing Ltd the opportunity to review greener options sooner.

One outstanding issue is resolving of how the Greener Ealing Fleet will be maintained – a number of options are currently be appraised.

KEY ACTION 9 – Decide on the future vehicle maintenance arrangements for Greener Ealing.

Operations and Service Quality and Delivery

As indicated above the initial services in scope will be transitioned as is and the current Key Performance Indicators (KPIs) in place to monitor performance will continued to be applied by the Council to monitor Greener Ealing Ltd.

In parallel the business itself will need to develop its own set of KPIs both qualitative and quantitative this will include key financial and service indicators some of these will of course be the same as the Council's indicators.

KEY ACTION 10 - Develop Key Performance and Business Indicators for Greener Ealing.

Communications and Marketing

The Company name has been chosen to reflect the borough and the Council's vision. A full marketing plan will be drafted prior to February 2020 for approval.

Work is required to agree branding and logos etc. A brief will be required that reflects the company's aspirations. This will be fully reflective of Ealing Council as the parent and that

the borough is at the heart of everything the Company stands for, it tells residents that it is local, and this is where its focus is. The company will take opportunities to promote Ealing Council messages where possible. Using the livery of vehicles to carry messages on important issues such as Climate Change, recycling, promotion of events etc.

KEY ACTION 11 – Develop a Communications and Marketing Plan for Greener Ealing including new branding.

Carbon Reduction and Sustainability

The Council has declared a Climate Emergency and aims:

“to make Ealing carbon neutral by 2030, taking into account both production and consumption emissions.”

Greener Ealing will be a key partner in working towards this goal and it will be central to the way that the business operates with an environmental conscience at the forefront of what we do, Greener Ealing aims to be an exemplar in environmental best practice.

KEY ACTION 12 – Develop a Greener Ealing Carbon Reduction Action Plan

Future Commercial Growth

There is an expectation that the new company will look to trade externally. At this point in time it is difficult to assess the future opportunities that Greener Ealing may be able to exploit. The absolute priority is to transition the services into the Company and consolidate and improve existing service delivery. Having said this, we will turn our attention to the possible options for consideration and develop a Business Development Plan for consideration following July 2020.

KEY ACTION 13 – Develop a Business Development Plan for Greener Ealing following mobilisation.

Working with the Ealing Community

It is important that Greener Ealing plays a role in the life of the borough and is seen as an active partner. Working closely with the Council, Greener Ealing will contribute and be active at Community events helping with key messaging activities as well as providing services. Clean up days, Spring Clean events and other environmentally focused events will all be supported. Staff will be encouraged to volunteer for specific good causes.

KEY ACTION 14 – Develop a Greener Ealing Annual Community Plan

Summary and Conclusion

Greener Ealing Ltd will build a strong Board of Directors and Management team to lead and manage the staff that transfer from the existing contractor. Progress to September 2019 has been very impressive with many major tasks complete or underway. Much more must be
Greener Ealing Business Plan 2019/20

done over the coming months to July 2020 and beyond. The key actions outlined in this plan will form the basis for the future work programme to give the Council the confidence that Greener Ealing has the capacity, capability and experience to deliver the aims and objectives set out in this Business Plan and to support the Council's wider aims and objectives.

A number of key actions have been detailed throughout this report and for the readers convenience are repeated below in a consolidated list.

KEY BUSINESS PLAN ACTIONS CONSOLIDATED LIST

KEY ACTION 1 – Develop a workforce Strategy that addresses the vision and values of the business and partners.

KEY ACTION 2 – Develop a mobilisation and implementation plan that will meet the initial service specification requirements.

KEY ACTION 3 – Finalise all necessary Governance arrangements to allow Greener Ealing to operate in accordance with all legal requirements.

KEY ACTION 4 – Create a new management structure fit for a modern customer focused service organisation

KEY ACTION 5 – As part of the Workforce strategy (see key action 1) establish consultation and communications processes with the trade unions and workforce.

KEY ACTION 6 – Commence recruitment campaigns for the Greener Ealing Senior Management Team

KEY ACTION 7 – Develop a set of Greener Ealing Health and Safety Policies and corresponding management arrangements

KEY ACTION 8 – Develop implementation plans for all ICT business support systems

KEY ACTION 9 – Decide on the future vehicle maintenance arrangements for Greener Ealing.

KEY ACTION 10 - Develop Key Performance and Business Indicators for Greener Ealing.

KEY ACTION 11 – Develop a Communications and Marketing Plan for Greener Ealing including new branding.

KEY ACTION 12 – Develop a Greener Ealing Carbon Reduction Action Plan

KEY ACTION 13 – Develop a Business Development Plan for Greener Ealing following mobilisation.

KEY ACTION 14 – Develop a Greener Ealing Annual Community Plan

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Articles of Association

Greener Ealing Ltd (the Company)

Company Number: [TO BE CONFIRMED
AFTER INCORPORATION]

Dated

2019

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The Companies Act 2006
Private Company Limited by Shares
Articles of Association
of
Greener Ealing Ltd (the Company)

1 Interpretation

1.1 The following definitions and rules of interpretation apply in these Articles:

Act	the Companies Act 2006
appointor	has the meaning given in article Error! Reference source not found.
Articles	the Company's articles of association for the time being in force
Board	means the Board of Directors of the Company
Business Day	means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business
Cabinet	means those councillors appointed to the cabinet as constituted under the constitution of the Council in accordance with the Local Government Act 2000
Chairman	means the chairman of the board of Directors of the Company from time to time as may be appointed in accordance with Article 14.1
Conflict	has the meaning given in article 10
Council	The Council of the London Borough of Ealing
Council Representative	has the meaning given to it in Article 2.3
Director(s)	means a director or directors of the Company from time to time
eligible Director	means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter)
Executive Directors	means any Directors appointed by the Council pursuant to Article 13 and designated as the "Managing Director" and/or "Finance Director" of the Company (and "Executive Director" shall be construed accordingly)
Interested Director	has the meaning given to it in Article 10.1

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (S/ 2008/3229) as amended prior to the date of adoption of these Articles

Relevant Interest has the meaning set out in Article 10.1

Reserved Matters means any resolution or vote pertaining to the following non-exhaustive matters:

(a) changing the nature of the Company's business;

(b) forming or participating in a joint venture (howsoever described);

(c) forming a subsidiary or acquiring shares in another corporate entity;

(d) declare a dividend or distribution (whether monetary or in specie);

(e) raising finance or incurring indebtedness, including (without limitation) by way of finance or operating lease, hire purchase, loan or deferred payment terms (other than standard trade credit on no more than thirty days terms);

(e) bidding for contracts in excess of £500,000 on any one contract (whether singly or as part of a series of contracts which might properly be viewed as part and parcel of the same matter); and

(f) agreeing or amending the Company's periodic business plan,

together with any further matters which the Council may notify to the Company from time to time in writing (and "Reserved Matter" shall be construed accordingly)

Share means the ordinary shares of £1.00 each in the capital of the Company from time to time

Successor Body means any successor body of the Council

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.11 Article 7 of the Model Articles shall be amended by:
 - 1.11.1 the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - 1.11.2 the insertion in article 7(2) of the words "(for so long as he remains the sole Director)" after the words "and the Director may".
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate Directors) and the secretary" before the words "properly incur".
- 1.13 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.14 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.15 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name".
- 1.16 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the Directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the Directors decide".
- 1.17 A reference to the Council in these Articles shall be deemed to include a reference to any Successor Body.

2 Shareholder's Reserve Power

- 2.1 The shareholder may, by special resolution direct any Director to take, or refrain from taking, specified action.
- 2.2 No such special resolution invalidates anything which the Directors have validly and lawfully done before passing the shareholder resolution.

- 2.3 The Council will exercise its sole shareholder vote through its representative (as determined by the Council from time to time) (**Council Representative**) or through its Cabinet and in accordance with the procedure set out in Article 19.2.

3 Unanimous Decisions

- 3.1 A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 3.2 Such a decision may take the form of a resolution in writing, where each eligible Director has signed one or more copies of it, or to which each eligible Director has otherwise indicated agreement in writing.
- 3.3 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

4 Calling a Directors' Meeting

Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

5 Annual and General Meetings

An Annual General Meeting shall be held once in every year, at such time and place as may be determined by the Directors. Any other meeting of the members of any class of the Company shall be termed a General Meeting.

6 Quorum for Directors' Meetings

- 6.1 Subject to article 6.5, the quorum for the transaction of business at a meeting of Directors is any three eligible Directors, which must include one Executive Director and two non-Executive Directors who are Council employees (save that where a Relevant Interest of the Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Director and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the meeting). If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place.
- 6.2 Directors may participate in meetings remotely by telephone, videoconference or other electronic means. If all the Directors participating in a meeting of the Directors are not physically in the same place, the meeting shall be deemed to take place where the largest group of participants in number is assembled. In the absence of a majority the location of the Chairman shall be deemed to be the place of the meeting.
- 6.3 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company at any time before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 6.4 A decision of the Directors may take the form of a resolution in writing, where each eligible Director has signed one or more copies of it, or to which each eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this article also.

- 6.5 For the purposes of any meeting (or part of a meeting) held pursuant to article 10 to authorise a Director's conflict, if there is only one eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible Director.

7 Reserved Matters

The Directors may not vote on or make resolutions in respect of any Reserved Matter without first informing, and obtaining the prior written consent of, the Council.

8 Casting Vote

If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chairman shall have a casting vote.

9 Transactions or Other Arrangements With the Company

- 9.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 9.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 9.1.2 shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 9.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - 9.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
 - 9.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 9.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

10 Directors' Conflicts of Interest

- 10.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an **Interested Director**) breaching his duty under section 175 of the Act (**Relevant Interest**) to avoid conflicts of interest (**Conflict**).

- 10.2 Any authorisation under this article 10 will be effective only if:
- 10.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 10.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other Interested Director; and
 - 10.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other Interested Director's vote had not been counted.
- 10.3 Any authorisation of a Conflict under this article 10 may (whether at the time of giving the authorisation or subsequently):
- 10.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 10.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
 - 10.3.3 provide that the Interested Director shall or shall not be an eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
 - 10.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
 - 10.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 10.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 10.4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict.
- 10.5 The Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 10.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

11 Records of Decisions to be Kept

Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

12 Number of Directors

The Company must have not more than and no less than three Directors, being one Executive Directors and two non-Executive Directors (the non-Executive Directors being employees of the Council). The appointment of alternate Directors is not permitted.

13 Appointment and Removal of Directors

- 13.1 The Council shall have the right to appoint and to remove Directors (whether as Executive Directors or otherwise) and to appoint replacements.
- 13.2 Executive Directors must be independent and not Council employees. If a Director ceases to hold such a position, the Council shall have the right to immediately terminate their appointment as an office of the Company.
- 13.3 The Council may only appoint a person who is willing to act as a Director, and is permitted to do so.
- 13.4 Model article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director:
 - 13.4.1 he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve that he cease to be a Director;
 - 13.4.2 a majority of the other Directors resolve that he cease to be a Director; and
 - 13.4.3 in the case of an Executive Director only, he shall cease to be employed by the Council.
- 13.5 In any case where, as a result of death or bankruptcy, the company has no shareholders and no Directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director.

14 Appointment of Chairman

- 14.1 The Council shall have the sole and exclusive right to appoint any person (whether already a Director or not) as the Chairman of the Board, provided that this person is an Executive Director. The appointment of any person as Chairman under this Article shall be by notice in writing addressed to the Company from the Council. If the Council fails to make any such appointment, the Chairman shall, by default be the Managing Director or, in the absence of a Managing Director, the Finance Director.
- 14.2 The Council shall also be entitled to remove any person so appointed at any time by notice in writing to the Company and to appoint another person to act in his place, each time on the basis of this Article 14.1.

15 Secretary

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

16 Allotment of Shares

In accordance with section 567 of the Act, sections 561 and 562 of the Act shall be excluded from applying to the Company in respect to all allotments of equity securities by the Company.

17 Purchase of Own Shares

17.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of:

17.1.1 £15,000; and

17.1.2 the value of 5% of the Company's share capital.

18 Transfer of Shares

18.1 In this Article, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or encumbrance over that Share and reference to a Share includes a beneficial or other interest in a Share.

18.2 No Share may be transferred unless the transfer is made in accordance with these Articles.

18.3 The Council, through its Council Representative or the Cabinet, will be the sole shareholder of the Company. No transfer of Shares may be made unless it is to a Successor Body.

18.4 Shares may only be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of:

18.4.1 the transferor; and

18.4.2 (if any of the shares is partly or nil paid) the transferee.

19 General Meetings

19.1 The Company shall hold a general meeting in each period of 6 months beginning with the day following its accounting reference date.

19.2 Subject to Article 19.3 the exercise of the Council vote at a general meeting shall be exercised by the Council Representative, unless the Council instruct that it would be more appropriate for the Cabinet to decide. Where the Cabinet are instructed to make decisions on behalf of the Council, this shall be in accordance with these Articles and by way of a majority vote exercised by way of a show of hands by the members of the Council. In any event of an equal number of votes for and against, the Chairman of the meeting of the Cabinet shall have the casting vote.

19.3 Prior to voting, each member of the Cabinet will declare any individual interest and where these may be conflicting, will take no further part in the decision making on any matter on behalf of the Company.

20 Poll Votes

20.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

- 20.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

21 Proxies

- 21.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 21.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

22 Means of Communication to be Used

- 22.1 Subject to clause 22.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- 22.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 22.1.2 if sent by fax, at the time of transmission; or
 - 22.1.3 if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
 - 22.1.4 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
 - 22.1.5 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 22.1.6 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - 22.1.7 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
 - 22.1.8 if deemed receipt under the previous paragraphs of this clause 22.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 22.2 To prove service, it is sufficient to prove that:
- 22.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - 22.2.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or

- 22.2.3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted; or
- 22.2.4 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

23 Indemnity

23.1 Subject to article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

23.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (a) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (b) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

23.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23.1.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

23.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

23.3 In this article:

23.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

23.3.2 a **relevant officer** means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor).

24 Insurance

24.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

24.2 In this article:

- 24.2.1 a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor);
- 24.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 24.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Draft Shareholder Reserve Matters – Greener Ealing Ltd

Subject to Cabinet approval:

11

- (b) forming or participating in a joint venture (howsoever described);
- (c) forming a subsidiary or acquiring shares in another corporate entity;
- (d) declare a dividend or distribution (whether monetary or in specie);
- (e) raising finance or incurring indebtedness, including (without limitation) by way of finance or operating lease, hire purchase, loan or deferred payment terms (other than standard trade credit on no more than thirty days terms);
- (i) the ability to change the shareholding or bring in private capital is also reserved for the Council.

Delegation to shareholder representative (Director of Environment) to facilitate responsive and timely business operation. (Shareholder representative may decide not to exercise their delegation and refer to Cabinet. This may occur where for example the change proposed is substantial:

- (a) changing the nature of the Company's business;
- (f) bidding for contracts in excess of £500,000 on any one contract (whether singly or as part of a series of contracts which might properly be viewed as part and parcel of the same matter); and
- (h) acquiring or disposing of assets not included in the business plan or that exceed £100K in value
- (g) agreeing or amending the Company's periodic business plan,
- (j) the right to appoint or remove Directors by notice in writing.
- (k) the right to appoint or request the removal of the Managing Director

together with any further matters which the Council may notify to the Company from time to time in writing (and "Reserved Matter" shall be construed accordingly)

Appendix 4

Task Name	Duration	Start	Finish
EALING CONTRACT DEMOBILISATION Sunday 5 July 2020 [v3 - 01/08/2019]		Tue 30/04/19	Sun 05/07/20
GOVERNANCE		Tue 30/04/19	
Confirm Amey "Exit Manager"	1 day	Mon 25/02/19	Mon 25/02/19
Confirm Ealing Council "Exit Manager"	14 days	Tue 26/02/19	Fri 15/03/19
Secure list of " mirror " stakeholders/activity leads in Ealing Council	10 days	Mon 10/06/19	Fri 21/06/19
Share list of " mirror " stakeholders/activity leads with Amey leads	10 days	Mon 10/06/19	Fri 21/06/19
Share data with Ealing Council to enable their work on setting up the LATCO	110 days	Mon 07/01/19	Fri 07/06/19
FINANCE AND COMMERCIAL	504 days?	Mon 02/09/19	Thu 05/08/21
Commercial			
Update & Agree balance sheet assets/liabilities	5 days	Mon 02/03/20	Fri 06/03/20
Update & Agree 3rd party/external services and values	5 days	Mon 09/03/20	Fri 13/03/20
Update & Agree values for all items subject to transfer	5 days	Mon 16/03/20	Fri 20/03/20
Calculate settlement figure for claims - in debtors, invoiced already, update	5 days	Mon 23/03/20	Fri 27/03/20
Calculate settlement figure for assets/liabilities	5 days	Mon 30/03/20	Fri 03/04/20
Update & Agree settlement figure for claims with Ealing Council	10 days	Mon 06/04/20	Fri 17/04/20
Update & Agree settlement figure for balance sheet assets/liabilities with Ealing Council	10 days	Mon 20/04/20	Fri 01/05/20
Update & Agree payment schedule with Ealing Council for claims and balance sheet assets/liabilities	10 days	Mon 04/05/20	Fri 15/05/20
Finance			
Prepare monthly finance schedule for period remaining on contract	259 days	Mon 06/01/20	Thu 31/12/20
Keep accounts open for 6 months in order to close down all remaining contract issues	129 days	Mon 06/07/20	Thu 31/12/20
Insurance	65 days	Mon 06/04/20	Fri 03/07/20
Confirm process for insurance claims	15 days	Mon 06/04/20	Fri 24/04/20
Review all open insurance claims for liability	30 days	Mon 25/05/20	Fri 03/07/20
Commercial/Legal			
Details of any work in progress	20 days	Mon 18/05/20	Fri 12/06/20
Details of any negotiations with Third Party suppliers	20 days	Mon 18/05/20	Fri 12/06/20

Details of any litigation, disputes, arbitration, mediations or administrative or criminal proceedings to which the Partner has been a party in connection with the Services in the 3 (three) years prior to the Termination Date	20 days	Mon 18/05/20	Fri 12/06/20
Details of any Customer Complaints received by the Partner in the 3 (three) years prior to the Termination Date.	20 days	Mon 18/05/20	Fri 12/06/20
Details of any insurance claims made by the Partner in connection with the Services in the 3 (three) years prior to the Termination Date.	20 days	Mon 18/05/20	Fri 12/06/20
Details of any proceedings which have been instigated in relation to any other matter which may adversely affect the Authority's ability to perform the Replacement Services.	20 days	Mon 18/05/20	Fri 12/06/20
Cost control			
DOA - Review all existing DOA (IT hold DoA with information from People Manager)	5 days	Mon 02/09/19	Fri 06/09/19
Stock Count (Requirement to be regular closer to the end of the contract)	45 days	Mon 04/05/20	Fri 03/07/20
Agree what stock will be sold on to Ealing Council	5 days	Mon 01/06/20	Fri 05/06/20
Agree price for each item of stock	5 days	Mon 08/06/20	Fri 12/06/20
Weekly Stock Count	35 days	Mon 18/05/20	Fri 03/07/20
Agree final stock count and confirm value (to be paid by Ealing Council)	1 day	Fri 03/07/20	Fri 03/07/20
HR		Tue 30/04/19	
Demobilisation Project Start Up		Tue 30/04/19	
Notify service centre and MI that demobilisation is starting and indicate target completion date	5 days	Tue 03/03/20	Mon 09/03/20
Establish key contacts (for HR-led activities below) and make initial contact	5 days	Tue 10/03/20	Mon 16/03/20
Secure copy of Ealing contract	1 day	Mon 03/06/19	Mon 03/06/19
Review exit clauses in contract re: people commitments and review/amend plan accordingly	4 days	Tue 17/03/20	Fri 20/03/20
Agree approach to temps and contractors	5 days	Mon 23/03/20	Fri 27/03/20
Agree approach and timeline for Notification / Consultation	5 days	Mon 30/03/20	Fri 03/04/20
Due Diligence Data For Transferee			
Request headcount from service centre (including pension status/data)	5 days	Mon 06/04/20	Fri 10/04/20
Request HR employee data from Service Centre	5 days	Mon 13/04/20	Fri 17/04/20
Complete data validation	5 days	Mon 20/04/20	Fri 24/04/20
Pull together ELI	5 days	Mon 27/04/20	Fri 01/05/20

Review initial data lists, run new report, circulation	5 days	Mon 27/04/20	Fri 01/05/20
HR help desk to process and collate case information	5 days	Mon 04/05/20	Fri 08/05/20
Review employee data received from Service Centre (e'ee data template, plus advisor plus cases, legal cases)	5 days	Mon 11/05/20	Fri 15/05/20
Review Choices data	5 days	Mon 18/05/20	Fri 22/05/20
Provide Choices data (if requested) - on Benefits tab in workbook	5 days	Mon 18/05/20	Fri 22/05/20
Share list of employee data from Service Centre with contract Account Manager	5 days	Mon 04/05/20	Fri 08/05/20
Account Manager to review employee list and confirm inscope list of employees and any others (temps, contractors, sub contractors)with HR lead	5 days	Mon 11/05/20	Fri 15/05/20
Send letter to Client/Transferee confirming the application of TUPE. Provide list of employees and others inscope	1 day	Mon 18/05/20	Mon 18/05/20
Send employee data to Transferee when requested (e'ee data template, plus advisor plus cases, legal cases)	1 day	Mon 18/05/20	Mon 18/05/20
Request Ealing Council measures letter	1 day	Mon 18/05/20	Mon 18/05/20
Finalise T & C information for Transferee (policies, procedures, pensions, collective bargaining/recognition details)	1 day	Mon 18/05/20	Mon 18/05/20
Contractor/Agency Temps			
Determine any contractors/temps in situ	5 days	Mon 21/10/19	Fri 25/10/19
Agree approach for contractors/temps & whether TUPE applies	5 days	Mon 28/10/19	Fri 01/11/19
Contact agencies and contractors and notify of TUPE situation	1 day	Mon 03/02/20	Mon 03/02/20
Write to all subcontractors,agencies (HSS, Hays etc) to notify them of change in contract	1 day	Mon 03/02/20	Mon 03/02/20
Final Inscope List			
Prepare a final list of employees inscope	1 day	Mon 22/06/20	Mon 22/06/20
Provide a list of all contractors/temps inscope to transfer to share with client	1 day	Mon 22/06/20	Mon 22/06/20
Subcontractors - ensure final list is submitted to Amey from Subcontractor	1 day	Mon 22/06/20	Mon 22/06/20
Representatives			
Gain an understanding of representatives/works councils - if any - in place and whether employee reps will remain in place for demobilisation	5 days	Mon 06/04/20	Fri 10/04/20
Confirm Trade Union contacts if applicable and who currently has relationships with them	5 days	Mon 13/04/20	Fri 17/04/20
Rep election process (if required)	10 days	Mon 20/04/20	Fri 01/05/20
Arrange training for employee reps re: consultation	5 days	Mon 06/04/20	Fri 10/04/20

IPA conduct rep training employee reps and union reps	5 days	Mon 11/05/20	Fri 15/05/20
Any collective bargaining agreements or arrangements in place	5 days	Mon 20/04/20	Fri 24/04/20
Consultation			
Agree cooperative approach to information and consultation obligations inc Joint Consultation meetings (?)	5 days	Mon 06/04/20	Fri 10/04/20
Brief employees of consultation process, key dates and reps	5 days	Mon 13/04/20	Fri 17/04/20
Agree Consultation Timetable (dates, times, locations etc)	5 days	Mon 20/04/20	Fri 24/04/20
Consultation Meetings (x3)	25 days	Mon 18/05/20	Fri 19/06/20
Consultation Meetings - minutes confirmed and distribution	25 days	Mon 18/05/20	Fri 19/06/20
Agree approach to addressing outstanding holiday entitlement	5 days	Mon 18/05/20	Fri 22/05/20
Notify Commercial of outstanding holiday entitlement and approach	5 days	Mon 18/05/20	Fri 22/05/20
Issue initial letter to affected employees confirming proposed transfer	5 days	Mon 18/05/20	Fri 22/05/20
Hold group presentation to all transferees	1 day	Mon 18/05/20	Mon 18/05/20
Pensions			
Obtain information about current pension provision / scheme rules / scheme members	10 days	Mon 13/04/20	Fri 24/04/20
Identify those covered by Fair Deal and agree approach	10 days	Mon 27/04/20	Fri 08/05/20
Confirm pension details and employee contribution rates to C-A	10 days	Mon 27/04/20	Fri 08/05/20
Update SAP and delimit pension scheme on SAP	25 days	Mon 01/06/20	Fri 03/07/20
Notify Pension Administrators that employees have left	1 day	Mon 06/07/20	Mon 06/07/20
Review internal process for dealing with Pension shortfall	10 days	Mon 27/04/20	Fri 08/05/20
Payroll			
Check MI data report is correct	10 days	Mon 25/05/20	Fri 05/06/20
Check for any overpayments	10 days	Mon 25/05/20	Fri 05/06/20
Review Choices tax issues for inscope population	10 days	Mon 25/05/20	Fri 05/06/20
Brief One HR Service Centre/Helpdesk	10 days	Mon 25/05/20	Fri 05/06/20
Identify One HR Service Centre Payroll contact for Project	10 days	Mon 25/05/20	Fri 05/06/20
Establish weekly and monthly payroll cut off dates for normal pay, overtime etc	10 days	Mon 25/05/20	Fri 05/06/20
Notify payroll of TUPE leavers	10 days	Mon 01/06/20	Fri 12/06/20
Arrange payroll calls if requested with payroll teams	10 days	Mon 01/06/20	Fri 12/06/20
Arrange for final payslip to be sent as a paper copy	10 days	Mon 01/06/20	Fri 12/06/20
Arrange for One HR SS payroll to liaise with payroll re P45's / any sick notes / MATB1s, absences etc	10 days	Mon 01/06/20	Fri 12/06/20

Payroll to close down individual records on SAP to ensure staff do not continue to be paid by Amey post transfer	1 day	Mon 06/07/20	Mon 06/07/20
Redundancy Process			
Agree last day 'Thank You' to employees	5 days	Mon 01/06/20	Fri 05/06/20
Provide leavers letter template One HR	5 days	Mon 01/06/20	Fri 05/06/20
Leavers letter posted	1 day	Thu 02/07/20	Thu 02/07/20
Produce and post 'did not transfer letters'	1 day	Thu 02/07/20	Thu 02/07/20
Provide list of leavers to One HR Service Centre to mark leavers on SAP	1 day	Tue 07/07/20	Tue 07/07/20
FLEET			
Fleet to provide a list of all vehicles attributed to contract (including status, liabilities etc.)	5 days	Mon 02/03/20	Fri 06/03/20
Contract to reconcile list with actual to remove any vehicles that should not be on the list	5 days	Mon 09/03/20	Fri 13/03/20
List of vehicles to be returned to Fleet to update	5 days	Mon 16/03/20	Fri 20/03/20
Fleet to issue correct list of vehicles and confirm all charges/liabilities applied to vehicles on correct list of vehicles	5 days	Mon 23/03/20	Fri 27/03/20
Vehicles off hire			
Review live hire list	5 days	Mon 06/04/20	Fri 10/04/20
Breakdown of company cars	5 days	Mon 06/04/20	Fri 10/04/20
Breakdown of outright purchase resale/disposal/rehome	5 days	Mon 06/04/20	Fri 10/04/20
Breakdown of contract hire lease in	5 days	Mon 06/04/20	Fri 10/04/20
Vehicle novation (if applicable)			
Agree which vehicles are to be novated to Ealing Council	5 days	Mon 02/03/20	Fri 06/03/20
Pass over relevant detail to Fleet to secure quotations from finance houses	10 days	Mon 09/03/20	Fri 20/03/20
Prepare novation paperwork	20 days	Mon 23/03/20	Fri 17/04/20
Sign novation paperwork	1 day	Mon 20/04/20	Mon 20/04/20
Inspection of spot hire vehicles			
Arrange inspections by suppliers	5 days	Mon 11/05/20	Fri 15/05/20
Inspection of spot hire vehicles	10 days	Mon 18/05/20	Fri 29/05/20
Agree damage, obtain PO	5 days	Mon 01/06/20	Fri 05/06/20
Invoice contract damage	5 days	Mon 08/06/20	Fri 12/06/20
Inspections for novation of vehicles			
Arrange inspections by suppliers	5 days	Mon 09/03/20	Fri 13/03/20

Inspection of spot hire vehicles	10 days	Mon 16/03/20	Fri 27/03/20
Agree damage, obtain PO	5 days	Mon 30/03/20	Fri 03/04/20
Invoice contract damage	5 days	Mon 06/04/20	Fri 10/04/20
Transfer of vehicles			
Remove operators disc	1 day	Sat 04/07/20	Sat 04/07/20
Remove operators licence	1 day	Sat 04/07/20	Sat 04/07/20
Remove any contents/load from the vehicle prior to transfer	1 day	Sat 04/07/20	Sat 04/07/20
Vehicle off hires			
Inform hire desk to off hire spot hire vehicles	1 day	Mon 22/06/20	Mon 22/06/20
Arrange collection of company cars	1 day	Mon 22/06/20	Mon 22/06/20
Arrange collections of any fleet to be re-allocated	1 day	Mon 22/06/20	Mon 22/06/20
Fuel cards			
All fuel cards listed and rationalised	5 days	Mon 15/06/20	Fri 19/06/20
Cancel fuel cards from (end date of contract) agreement from HR and contract	1 day	Fri 03/07/20	Fri 03/07/20
Fuel tank			
Manage down content of fuel tank to minimum contractual requirement	40 days	Mon 11/05/20	Fri 03/07/20
Cancel fuel supply agreement for Ealing contract	1 day	Fri 03/07/20	Fri 03/07/20
Compliance			
Operators Licence to be cancelled	1 day	Mon 06/07/20	Mon 06/07/20
V5 Completion	1 day	Mon 06/07/20	Mon 06/07/20
Road Fund Licence	1 day	Mon 06/07/20	Mon 06/07/20
Telematics plan for removing Masternaut Units			
Obtain live list	5 days	Mon 01/06/20	Fri 05/06/20
Arrange for removal of trackers from vehicles being transferred to client/disposed	5 days	Mon 08/06/20	Fri 12/06/20
Time/date when in-cab devices would be removed	30 days	Mon 15/06/20	Fri 24/07/20
Confirm units have been removed	1 day	Mon 15/06/20	Mon 15/06/20
Plan to remove incab devices / brackets			
Confirm list of vehicles with in-cab devices	5 days	Mon 01/06/20	Fri 05/06/20
Agree process for removal of in-cab devices from vehicles being transferred to client/disposed	5 days	Mon 08/06/20	Fri 12/06/20
Time/date when in-cab devices would be removed	30 days	Mon 15/06/20	Fri 24/07/20
Confirm removal of in-cab devices	1 day	Mon 15/06/20	Mon 15/06/20

Insurance			
Close down all zero rentals on system	1 day	Mon 06/07/20	Mon 06/07/20
Finance			
Check any open rentals being invoiced from Fleet & Plant	5 days	Mon 15/06/20	Fri 19/06/20
Off hire vehicles with supplier	10 days	Mon 22/06/20	Fri 03/07/20
Maintenance			
Cancel any external Repair & Maintenance contracts	1 day	Mon 06/07/20	Mon 06/07/20
Inform supplier to produce all final invoices	1 day	Mon 06/07/20	Mon 06/07/20
Tyres			
Inform maintenance hire desk, not to action tyre replacements etc.	1 day	Mon 06/07/20	Mon 06/07/20
PLANT & EQUIPMENT			
Plant items			
Obtain update from Chris Rowles ref all plant items (owned & spot hire)	5 days	Mon 25/05/20	Fri 29/05/20
Contract to provide a list of all plant and equipment attributed to contract (including status, liabilities etc.)	5 days	Mon 01/06/20	Fri 05/06/20
Fleet/HSS to confirm all charges/liabilities applied to plant and equipment on list	5 days	Mon 08/06/20	Fri 12/06/20
Plant & Equipment list			
Review live hire list	5 days	Mon 11/05/20	Fri 15/05/20
Identify those for purchase/resale/off-hire	5 days	Mon 18/05/20	Fri 22/05/20
Inspection of hired plant/equipment prior to off-hire			
Arrange inspections by suppliers	5 days	Mon 11/05/20	Fri 15/05/20
Inspection of hired plant/equipment prior to off-hire	10 days	Mon 18/05/20	Fri 29/05/20
Agree damage, obtain PO	5 days	Mon 01/06/20	Fri 05/06/20
Invoice contract damage	5 days	Mon 08/06/20	Fri 12/06/20
Advise receiving organisation of plant equipment and hire arrangements			
Provide list of current plant & equipment and hire arrangements to receiving organisation	5 days	Mon 01/06/20	Fri 05/06/20
Advise of process to re-hire equipment without loss of provision	5 days	Mon 01/06/20	Fri 05/06/20
Plant & Equipment off hire			
Agree which vehicles are to be off-hired	5 days	Mon 08/06/20	Fri 12/06/20
Cancel hire agreements with supplier	15 days	Mon 15/06/20	Fri 03/07/20
Arrange for plant & equipment that is to be off-hired to be removed from site	1 day	Mon 06/07/20	Mon 06/07/20

IT			
IT project lead to produce/refine IT demobilisation plan	5 days	Mon 03/02/20	Fri 07/02/20
IT project lead to complete internal Amey project approval documentation	5 days	Mon 10/02/20	Fri 14/02/20
IT project documentation approved	5 days	Mon 17/02/20	Fri 21/02/20
Provide demobilisation inventory template	5 days	Mon 24/02/20	Fri 28/02/20
Ealing Council to confirm system and data requirements post transfer	5 days	Mon 28/10/19	Fri 01/11/19
Agree IT asset list - laptops, desktops, screens, printer/photocopiers, mobile phones/chargers, radio, servers, OHPs, TV screens etc.	10 days	Mon 02/03/20	Fri 13/03/20
Agree list of contract specific licences (e.g. webaspx)	10 days	Mon 16/03/20	Fri 27/03/20
<u>Transfer of data</u>			
Ealing Council cut off date of request of ICT requirements	10 days	Mon 11/05/20	Fri 22/05/20
Client and Server data	1 day	Fri 03/07/20	Fri 03/07/20
Contract Specific System Data	1 day	Fri 03/07/20	Fri 03/07/20
Contract Specific Database	1 day	Fri 03/07/20	Fri 03/07/20
<u>Cease all connections (In Scope Sites)</u>			
ADSL - BB Novate for each site? - TBC	1 day	Sat 04/07/20	Sat 04/07/20
WAN line - TBC	1 day	Sat 04/07/20	Sat 04/07/20
PSTN - Novate? - TBC	1 day	Sat 04/07/20	Sat 04/07/20
Unplug all assets per site (In Scope Sites)	1 day	Sat 04/07/20	Sat 04/07/20
<u>Collect Asset and return to Amey</u>			
Greenford Depot	5 days	Mon 29/06/20	Fri 03/07/20
HWRCs	5 days	Mon 29/06/20	Fri 03/07/20
Collect Printers	5 days	Mon 29/06/20	Fri 03/07/20
Mobile Phones	5 days	Mon 29/06/20	Fri 03/07/20
Data transfer to External device	5 days	Mon 29/06/20	Fri 03/07/20
Disconnect all infrastructure from Comms Cabinets	5 days	Mon 29/06/20	Fri 03/07/20
Dismantle all infrastructure from Comms Cabinet	5 days	Mon 29/06/20	Fri 03/07/20
Disconnect & Move all Assets to < < location in Greenford Depot - to be agreed > >	5 days	Mon 29/06/20	Fri 03/07/20
<u>IT User Final TUPE List</u>			
Helpdesk Site Closure	1 day	Mon 06/07/20	Mon 06/07/20
RDC Asset Disposal Collection	1 day	Fri 10/07/20	Fri 10/07/20
PREMISES			

Provide list of locations covered by contract that will need leases / agreements terminating to Premises/Legal	5 days	Mon 24/02/20	Fri 28/02/20
Premises/Legal to secure copies of agreements covering contract premises that will need to be cancelled	5 days	Mon 02/03/20	Fri 06/03/20
Site survey(s) to be planned	20 days	Mon 09/03/20	Fri 03/04/20
Undertake joint inspections of all sites with landlord	10 days	Mon 06/04/20	Fri 17/04/20
Agree schedule of dilapidations work / implementation or payment options	10 days	Mon 20/04/20	Fri 01/05/20
Premises/Legal to draft agreement(s) cancelling property use agreements (if required)	5 days	Mon 04/05/20	Fri 08/05/20
Legal agreements cancelling property use agreements finalised (if required)	10 days	Mon 11/05/20	Fri 22/05/20
Legal agreements cancelling property use agreements signed (if required)	10 days	Mon 25/05/20	Fri 05/06/20
Document retention requirements	15 days	Mon 08/06/20	Fri 26/06/20
Archiving Categorisation	15 days	Mon 08/06/20	Fri 26/06/20
Take final meter readings at all locations - jointly by AMEY and Ealing Council	1 day	Sat 04/07/20	Sat 04/07/20
COMMUNICATIONS			
Prepare Q&A re: demobilisation process / timeline for staff	5 days	Mon 02/03/20	Fri 06/03/20
Issue Q&A re: demobilisation process / timeline for staff	1 day	Mon 09/03/20	Mon 09/03/20
Work with HR to prepare TUPE briefing(s) for key and senior managers	20 days	Tue 10/03/20	Mon 06/04/20
Prepare media releases to reflect end of contract	20 days	Tue 10/03/20	Mon 06/04/20
HSEQ			
Review all open incidents on Airsweb	20 days	Mon 01/06/20	Fri 26/06/20
Finalise / close all open incidents on Airsweb	5 days	Mon 29/06/20	Fri 03/07/20
Closure to Airsweb	1 day	Fri 03/07/20	Fri 03/07/20
Arrangements for transfer of any EA licences	25 days	Mon 01/06/20	Fri 03/07/20
DE-BRANDING THE DEPOT/VEHICLES/STAFF			
Agree list of all assets, buildings, individual PPE with Amey branding	5 days	Mon 11/05/20	Fri 15/05/20
Agree individual(s) to remove Amey branded noticeboards, notices, adverts from all sites	5 days	Mon 18/05/20	Fri 22/05/20
Agree process with Ealing Council to remove AMEY brand from all moving assets (i.e. depot signs, RCVs, vans, coaches, plant)	5 days	Mon 25/05/20	Fri 29/05/20
Agree individual(s) to remove AMEY brand from all moving assets (i.e. depot signs, RCVs, vans, coaches, plant)	5 days	Mon 01/06/20	Fri 05/06/20

Individual(s) to remove Amey branded noticeboards, notices, adverts from all sites	20 days	Mon 08/06/20	Fri 03/07/20
Remove AMEY brand from all moving assets (i.e. depot signs, RCVs, vans, coaches, plant)	20 days	Mon 08/06/20	Fri 03/07/20
Staff to return company ID card on last day of contract	2 days	Fri 03/07/20	Mon 06/07/20
Staff to return all Amey PPE on first working day of new contractual arrangement	3 days	Mon 06/07/20	Wed 08/07/20
Returned PPE to be to be put in < < location in Greenford Depot - to be agreed > >	5 days	Mon 06/07/20	Fri 10/07/20
Amey to collect PPE from depot	1 day	Fri 10/07/20	Fri 10/07/20

**Waste & Recycling Collection, Street Cleansing, Grounds
Maintenance, Burials and Associated Services**

SPECIFICATIONS

**-(B) WASTE AND RECYCLING COLLECTION (revised
specification to be applied from 6th June 2016)**

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(B) WASTE AND RECYCLING COLLECTION

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**Waste & Recycling Collection, Street Cleansing, Grounds
Maintenance, Burials and Associated Services**

(B) WASTE AND RECYCLING COLLECTION SPECIFICATION

1 INTRODUCTION

Overview and Service Objectives

- 1.1 In 2009/10 the Council collected approximately 107,724 tonnes of Household Waste: which included 27,140 tonnes of dry recycling (from kerbside recycling schemes, from the HWRCs and from 'Neighbourhood Recycling Sites'); 13,314 tonnes of composted waste (Garden Waste from the kerbside scheme and from the HWRCs plus Food Waste collected at the kerbside); and 67,271 tonnes of Residual Waste from domestic collections and from the HWRCs. The Council's annual recycling and composting performance in 2009/10 under NI 192 was 37.63 %, making the Council an 'upper quartile' performer for London in this regard. A full summary of Waste tonnage data, including detailed breakdowns of these figures is provided at schedule 27.
- 1.2 The Contractor shall work with the Council to meet the objectives set out in 1.1 above and to improve Ealing's environment by:
- a) Operating methods of work which allow the highest standards of health and safety to be achieved, as considered by the Health and Safety Executive;
 - b) Adhering to changing legislation;
 - c) Implementing collection methods and support systems which shall achieve the highest levels of stakeholder satisfaction.
 - d) Employing service methods flexible enough to account for changing patterns of Household Waste composition i.e. changing patterns in the volume and range of Residual Waste.
 - e) Improving Waste and Recycling Services so that the relevant National Indicators, in particular NI 191, NI 192 and NI 193 (or equivalent) are upper quartile performance in England.
 - f) Working with the Council to reduce the volume of CO₂ emissions as described in NI 185 (or equivalent).
- 1.3 This Specification sets out the Council's requirements in relation to the performance of the Contractor and the requirements for the provision of the Services offered by this Contract. The Council seeks to allow the Contractor the freedom to introduce innovation in Service delivery in order to meet the desired objectives within the parameters of the Specification.

The Services Required

- 1.4 ~~From the 6 June 2016 At the start of the Contract Period~~ the Contractor shall be required to ~~continue to~~ operate the ~~Current~~ Services in accordance with this Specification, namely:
- (a) ~~Weekly-Fortnightly~~ Residual Waste collection from households ~~from sacks and from 180-litre, 140-litre, or 240-litre, or 360-litre, 660-litre or 1100-litre wheeled-bin Containers or fortnightly residual waste collection from sacks for households unsuitable for wheeled bins or~~

- weekly where expressly agreed by the supervising officer; and weekly or more frequently from communal Bulk Bin Containers;
- (b) Weekly collection of Residual Waste and Recyclables from Schedule 2 premises, and treatment of Recyclables collected;
 - (c) Collection of Residual Waste and Recyclables from Council owned premises and other commercial premises (Commercial Waste) and treatment of Recyclables collected;
 - (d) Fortnightly Weekly collection of Dry Recyclables to a composition as defined by the Supervising Officer (paper, cardboard, cartons, cans, aerosols, foil, engine oil, textiles, shoes, batteries, glass bottles and jars and mixed plastics) from households, from kerbside boxes wheeled bins including excess recyclable waste placed beside ; or bins; or fortnightly collection from kerbside boxes or sacks for households unsuitable for wheeled bins or weekly collection where expressly agreed by the Supervising Officer from sacks (paper, cardboard, cans, aerosols, foil, glass bottles and jars and plastic bottles); separate collection of engine oil, shoes, textiles and batteries from beside the wheeled bin, kerbside box or sack; or weekly collection of Dry Recyclables from communal Bulk Bin Containers (paper, glass (separated by colour) and cans) or mixed Dry Recyclables, and treatment of Dry Recyclables collected;;
 - (f) Weekly-Fortnightly collection of Garden Waste from households and Schedule 2 premises from Approved Sacks, either 90-litre reusable sacks or compostable sacks, and 240-litre wheeled bins;
 - (g) Weekly collection of Food Waste from households from 23-litre Containers, from communal Bulk Bin Containers and from Schools from 240-litre wheeled-bin Containers;
 - (h) The provision of a separate Clinical Waste collection Service from private households and care homes and the transportation to Disposal Sites as agreed with the Supervising Officer will be suspended from date 1st April 2016.;
 - (i) The separate collection of bulky Household Waste, including arrangements for reuse and recycling where possible;
 - (k) The management of Containers for Waste, including purchase, storage, delivery and retrieval.
 - (l) Provide maintain, empty, relocate, reposition or exchange and clean a variety of specialised Containers, located at the Council's network of Neighbourhood Recycling Sites, as required by the Supervising Officer, and treatment of Recyclables collected.
 - (m) Provide a suitably permitted waste transfer station at Greenford depot for the bulking of collected dry mixed recycling into third party vehicles as directed by the Supervising Officer.

Service Options

~~1.5 — In addition, the Contractor is required to provide prices for the following Service Options:~~

~~Fortnightly collection of Dry Recyclables, co-mingled from a wheeled-bin Container, plus the treatment of the material collected.~~

~~Fortnightly collection of Residual Waste from a wheeled-bin Container, (where appropriate, depending on property types);~~

~~Fortnightly collection of Garden Waste from households and Schedule 2 premises on the basis of a paid subscription from 240-litre wheeled-bin Containers or from biodegradable sacks; and~~

~~Collection of additional materials from communal Bulk Bin Containers including mixed plastics, cardboard and Food Waste.~~

~~1.6 For each of the options which involve the use of wheeled-bin Containers the Council acknowledges that wheeled-bin Containers shall not be suitable for all households and the Contractor shall provide these households with either a (weekly or fortnightly, as appropriate) collection of Residual Waste and Garden Waste from sacks as per the current methodology. The Contractor shall also be responsible for providing, delivering and collecting Dry Recyclables from Approved Sacks to these households as directed by the Supervising Officer.~~

~~1.7 Should the Council decide to take up any of the Service Options described above, the Council shall issue a Variation to change the Current Services. The Contractor shall work closely with the Council to implement the Variation and the precise timing and details shall be as instructed by the Supervising Officer.~~

Property Numbers

- 1.8 The current number of properties that receive Waste Services throughout the Contract Area is 127,306. Additionally, the Council collects from a number of schools, community halls and other Schedule 2 premises as well as Commercial waste from commercial premises.
- 1.9 Changes in the number of properties shall be notified by the Supervising Officer to the Contractor at the Commencement Date, and shall be the base number of properties. ~~In his price, t~~In his price The Contractor shall allow in his price for an increase in the number of properties up to an additional 1,000 standard properties during the Contract Term, above the notified base number. For clarity these are properties which receive kerbside box or sack collections for Dry Recyclables, kerbside collections of Residual Waste from sacks or wheeled bin Containers. In his price, the Contractor shall allow for an increase in the number of Bulk Bin Container lifts up to an additional 300 during the Contract Term. For clarity these are properties which receive Residual Waste and Dry Recyclables collections from Bulk Bin Containers.
- 1.10 Additional properties shall take the form of new build or conversions of existing structures and first occupied. The annual Contract Sum shall be reviewed each year by the Supervising Officer and adjusted, where it exceeds these levels, to take into account the additional properties.

2 THE SERVICES

Collection of Residual Household Waste

Residual Waste Sacks

- 2.1 The Contractor shall provide a ~~weekly- fortnightly~~ collection of Residual Waste to households that are not supplied with wheeled-bin Containers, or weekly residual waste collection from households expressly agreed by Supervising Officer. The Contractor shall collect all Residual Waste clearly presented for collection. This may include black sacks, bin liners, and other plastic sacks. No form of containment for Residual Waste is provided by the Council for these households but the Council requires the residents of these households to present Residual Waste in sacks and/or sacks stored in dustbins (not

wheeled-bins). In either case, Residual Waste shall be presented for collection by the householder or occupier at the designated Collection Point as detailed in Clauses 4.8 to 4.17 of this Specification.

- 2.2 The volume of Residual Waste removed from households that are not supplied with a wheeled-bin Container shall not be restricted in quantity and the Contractor shall be required to collect all Residual Waste presented correctly but excluding bulky Household Waste which is defined in Clauses 2.43 to 2.57. Where uncontained Residual Waste has been presented that is clearly intended for disposal, the Contractor shall collect the Waste and record the property location and a description of the Residual Waste and shall notify the Supervising Officer of the incident. The Contractor shall leave an Advisory Notice reminding the resident of the Council Policy that all Waste should be contained in a tied ~~black~~-sack. This procedure should continue for repeated incidences of Residual Waste not properly presented, at no additional cost, ~~all at no additional cost~~ to the Supervising Officer.
- 2.3 Where households use dustbins to store their Residual Waste, the Contractor shall empty the bin, return the bin to the Collection Point and securely replace lids (where provided). Bins shall not be stacked one inside each other after the collection of Waste. Where residents present their Residual Waste for collection in dustbins, the Contractor shall remove liners full of Residual Waste (e.g. in ~~black~~-sacks) from the bin, leaving any residue of Residual Waste not contained in the liner remaining loose in the bottom of the bin following collection. The Contractor shall leave an Advisory Notice reminding the resident of the Council Policy that all Waste should be contained in a tied ~~black~~ sack.
- 2.4 The Contractor shall only collect Residual Waste from households where the Waste is clearly of a household nature. This may include small bulky articles (e.g. disposable nappies and animal litter). The Contractor shall not collect, or empty a sack, dustbin or other Container presented for Residual Waste collection that contains, large volumes of Garden Waste; WEEE (being items that fall under the EU Directive on Waste Electrical and Electronic Equipment); large volumes of liquid (e.g. paint, oils or solvents); or soil, brick, rubble, hardcore or other heavy bulky items. In these cases, the Contractor shall affix an Advisory Notice to the Container/Item. The Contractor shall also note the property and location where the unauthorised Waste is presented, as appropriate, and shall notify the Supervising Officer of the incident, giving the location/address of the property where the unauthorised Waste was presented.
- 2.5 The Contractor shall allow for the collection of Waste from balconies or basements, for example at the rear of flats above shops, as listed in schedule 2. Sacks or bins shall not be thrown up or down basements, from balconies or terraces and shall be handled with due care and attention at all times.

- 2.6 Schedules 18 and 25 (updated) list the roads in the Contract Area, with a clear description as to which use sacks and which use wheeled-bin Containers, and their current day(s) of Residual Waste collection.

Residual Waste Wheeled Bins

- 2.7 The Contractor shall provide a weekly—fortnightly collection of Household Residual Waste from wheeled bins provided by the Council, in the clearly defined wheeled-bin areas, as defined in Schedules 18 and 25.
- 2.8 The volume of Residual Waste removed from households supplied with wheeled bin Containers shall not be restricted during the initial 6 week implementation phase, where excess waste will be placed inside the bin following tipping. Where there is excess Waste over and above that which can be presented in a wheeled-bin with the lid closed—open but not shall overflow, this shall be recorded by the Contractor. The Contractor shall record the property location where excess Residual Waste has been presented and each incident resulting in non-collection shall be recorded by the Contractor through the use of appropriate in-cab electronic technology and shall notify the Supervising Officer immediately in a specified electronic format detailing the reason for non-collection shall notify the Supervising Officer of the incident.—This procedure should continue for repeated incidences of excess Residual Waste presented and beyond the initial 6 week period, the excess Residual Waste shall continue not to be collected, at no additional cost, unless instructed otherwise by the Supervising Officer. During Christmas, Easter, bank holiday catch up and other religious festivals, excess Residual Waste will be collected at no additional cost.
- 2.9 The Contractor shall only collect Residual Waste from households where the Waste is clearly of a household nature. This may include small bulky articles (e.g. disposable nappies and animal litter). The Contractor shall not collect, or empty a sack, dustbin or other Container presented for Residual Waste collection that contains, large volumes of Garden Waste; WEEE (being items that fall under the EU Directive on Waste Electrical and Electronic Equipment); large volumes of liquid (e.g. paint, oils or solvents); or soil, brick, rubble, hardcore or other heavy bulky items. In these cases, the Contractor shall affix an Advisory Notice to the Container/Item. The Contractor shall also note the property and location where the unauthorised Waste is presented, as appropriate, and shall notify the Supervising Officer of the incident, giving the location/address of the property where the unauthorised Waste was presented.
- 2.10 The Contractor shall ensure that every supplied wheeled bin presented for collection is fully tipped using the collection vehicle mechanical hoist. The Contractor shall ensure that emptied Containers are returned, with their lids closed, to the Collection Point. Containers shall always be placed back to the Collection Point and never thrown or dropped.
- 2.11 Schedules 18 and 25 (updated) list the roads in the Contract Area, with a clear description as to which use sacks and which use wheeled-bin Containers, and their current day(s) of Residual Waste collection

Residual Waste Bulk Bin Container Collections

- 2.12 The Contractor shall provide a collection service for Household Residual Waste from Bulk Bin Containers provided by the Council.
- 2.13 Schedules 7 and 10 list the locations in the Contract Area which use bulk bin Containers, and their current Day(s) of Residual Waste collection and the frequencies for emptying these Containers (including Schedule 2 premises). The Contractor shall continue to collect Residual Waste from these Bulk Bin Containers at the locations and frequencies specified by the Supervising Officer.
- 2.14 The volume of Residual Waste removed from Bulk Bin Containers shall not be restricted in quantity and the Contractor shall collect all Residual Waste presented for collection. The Contractor shall ensure that any uncontained Residual Waste or spillage occurring at any location, including in and around bin storage areas, is removed whether or not the spillage was the fault of the Contractor's staff. The Contractor shall report repeated incidences of uncontained Residual Waste presented or spillage at Bulk Bin Container storage areas to the Supervising Officer and Residual Waste shall continue to be collected, at no additional cost, unless instructed otherwise by the Supervising Officer.
- 2.15 Where Bulk Bin Containers are located in Bulk Bin Container storage areas the Contractor shall be required to open and/or unlock any gate or door as necessary to gain access and crews should carry a standard Fire Brigade key for this purpose or use keys/codes as supplied by the Council for this purpose. The Contractor shall be responsible for these keys for the duration of the Contract Term and shall be required to return all keys at the end of the Contract. Where appropriate such access shall be along paths etc provided and shortcuts shall not be taken across gardens, hedges or walls.
- 2.16 When removing Bulk Bin Containers for emptying, the chute hopper cut off plate shall first be closed and the Container beneath it emptied. An empty Container shall then be placed under the chute and the cut off plate opened before leaving and locking the bin store room. All bagged and loose waste (excluding bulky Household Waste items) shall be collected and spillages (inside and outside the bin store room or area) shall be cleaned up. Any defects to cut off plates, doors, locks, lighting etc should be reported to the Supervising Officer.
- 2.17 The Contractor shall ensure that Bulk Bin Containers are returned to their proper positions after they have been emptied, their lids replaced or closed where applicable and, where wheel or other locking mechanisms (including lid locks) are fitted, the locks shall be applied. Only where there is insufficient space in a bin store room should any Containers be left outside. Where access doors or gates have been unlocked, the Contractor shall ensure these are locked once the Containers have been emptied and returned.

Collection of Dry Recyclables from Households

Wheeled Bins, Household Boxes and/or Sacks

- 2.18 The Contractor shall provide a ~~weekly~~ fortnightly collection of Dry Recyclables on the same day of the Week as the household's Residual Waste collection and on the alternate week to the Residual Waste collection. Schedule 18 (updated) lists all the roads in the Contract Area and their current Day ~~and Week~~ for recycling collection. The collection of Dry Recyclable materials will be to be targeted for collection of a composition as defined by the Supervising Officer. are: paper, cardboard, cartons, aerosols, steel and aluminium cans, mixed plastics, aluminium foil, engine oil, household and car batteries, glass bottles and jars shoes and textiles. Householders are requested to present engine oil, and batteries separately beside the wheeled bin, and shoes, tied/-in pairs, and textiles in separate plastic carrier bags beside the wheeled bin. The ~~and the~~ remaining Dry Recyclables should be presented in ~~44 litre boxes~~ 240-litre wheeled bins.
- 2.19 Residents are provided with one (1) ~~44-litre box~~ 240 litre wheeled bin for Dry Recyclables, however if they have requested further kerbside boxes/bins these shall have been supplied by the Council. In addition, ~~from Contract Commencement~~, the Council shall cease to issue white reusable sacks and residents will be asked to place all Dry Recyclables in ~~kerbside boxes~~ wheeled bins or excess recyclable waste beside the bin either in sacks, kerbside boxes or loose for bulky recyclable items. It is recognised that some residents will continue to place reusable sacks for collection and the Contractor shall collect materials from these. The Council will undertake a period of resident education to ensure such instances are minimised. Following Contract Commencement, residents shall be able to request additional ~~kerbside boxes~~ wheeled bins -if additional capacity is required.
- 2.20 The Contractor shall also provide ~~a weekly~~ a fortnightly collection or weekly where expressly agreed by the Supervising Officer, of Dry Recyclables from kerbside boxes or sacks from properties unsuitable for wheeled bins and from Bulk Bin Containers. Dry Recyclables of a composition as defined by the Supervising Officer are presented co-mingled/mixed in clear plastic sacks, kerbside boxes and Bulk Bin Containers for collection. which are to be provided by the Contractor from 9,000 properties (properties on red routes, flats above shops, medium sized blocks of flats 13-24 properties); and from Bulk Bin Containers. Dry Recyclables (paper, cardboard, aluminium foil, steel and aluminium cans, glass bottles and jars and mixed plastics) are presented co-mingled in clear plastic sacks and Bulk Bin Containers for collection. Locations are in Schedules ~~(updated)~~ 14 and 15.
- 2.21 The Contractor shall collect all Dry Recyclables clearly intended for collection at the designated Collection Point specified in Clauses 4.8 to 4.17 including uncontained Dry Recyclables. The contractor shall inspect each bin prior to tipping and either remove un-recyclable material or in the case of significant contamination shall return the wheeled bin, without emptying, to the collection point and affix an Advisory Notice provided by the Contractor and approved by the Supervising Officer. Where ~~Each incident resulting in non-collection shall be recorded by the Contractor through the use of appropriate in-cab electronic technology and shall notify the Supervising Officer immediately in a specified electronic format detailing the reason for non-collection. there are repeated incidences of uncontained Dry Recyclables the Contractor shall collect the Dry~~

~~Recyclables and record the property location where loose Dry Recyclables have been presented and the Contractor shall record the property location where loose Dry Recyclables have been presented and shall notify the Supervising Officer of the incident.~~ Uncontained Dry Recyclables shall continue to be collected, at no additional cost, unless instructed otherwise by the Supervising Officer. In addition, the Contractor shall notify the Supervising Officer of streets where Dry Recyclables are consistently not put out for collection and/or it appears that householders are not participating in the scheme.

2.22 ~~The Contractor shall ensure that every supplied wheeled bin presented for collection is fully tipped using the collection vehicle mechanical hoist. The Contractor shall ensure that emptied Containers are returned, with their lids closed, to the Collection Point. The Contractor shall ensure that emptied Containers, lids/nets and non-recyclable items are returned to the Collection Point.~~ Containers shall always be placed back to the Collection Point and never thrown or dropped. ~~Non-recyclable items should be placed in the Container and an Advisory Notice provided by the Contractor and approved by the Supervising Officer. Additionally the Contractor shall record the property location where non-recyclable materials have been presented and shall notify the Supervising Officer of the incident.~~

2.23 The Contractor shall ensure that Dry Recyclables are collected separately from other Waste and ensure that Dry Recyclables do not become mixed or contaminated with other Wastes at any stage of the collection, transportation and unloading operation. The Contractor is responsible for the handling of collected Dry Recyclables as prescribed in sections 2.120 to 2.134 inclusive.

Bulk Collections

- 2.24 The Contractor shall provide a weekly collection of Dry Recyclables from bulk recycling Containers. Dry Recyclables (paper, mixed glass ~~(separate clear, brown and green)~~ and cans) ~~shall be separately presented and~~ the Contractor shall maintain separation of the Dry Recyclables during the collection, transportation and unloading operation. The location and number of existing bulk recycling Containers to be emptied is listed in updated Schedule 8. The Council anticipates that the number of bulk recycling Containers for Dry Recyclables shall increase over the Contract Term and the Contractor shall be paid for collecting these in accordance with the submitted Tender rate.
- 2.24 The volume of Dry Recyclables removed from bulk recycling Containers shall not be restricted in quantity and the Contractor shall collect all Dry Recyclables presented for collection, including uncontained Recyclables. Repeated incidences of Dry Recyclables not properly presented for collection shall be reported to the Supervising Officer in writing but the Dry Recyclables shall continue to be collected unless the Contractor should be instructed otherwise by the Supervising Officer. For the avoidance of doubt, wherever possible, the Contractor shall ensure that any uncontaminated Dry Recyclable material left beside Bulk Bin Containers that is clearly intended for recycling shall indeed be collected as Dry Recyclables by the relevant vehicle.
- 2.26 The Contractor shall ensure that bulk recycling Containers are returned to their proper positions after they have been emptied, their lids replaced or closed where applicable and, where wheel or other locking mechanisms (including lids) are fitted, the locks shall be applied.
- 2.27 The Contractor shall ensure that Dry Recyclables are collected separately from other Waste and ensure that Dry Recyclables do not become mixed or contaminated with other Wastes at any stage of the collection, transportation and unloading operation.
- 2.28 Where the Contractor discovers a bulk recycling Container that contains large volumes of non-recyclable material, the Contractor shall not empty these Containers, but should report each incident resulting in non-collection shall be recorded by the Contractor through the use of appropriate in-cab electronic technology and shall notify the Supervising Officer immediately in a specified electronic format detailing the reason for non-collection the incident immediately to the Supervising Officer and make arrangements for the Container to be collected as Residual Waste within one (1) Working Day.
- 2.29 All Dry Recyclables collected shall become the property of the Contractor. The Contractor is responsible for the processing of the Dry Recyclables at a suitable licensed facility (if appropriate), the sale of this Dry Recyclable material and for ensuring they are recycled, including the maintenance of an audit trail. No recycling credits shall be paid to the Contractor, in respect of Waste recycled, by the Supervising Officer as part of this Contract.

Collection of Food Waste

- 2.30 The Contractor shall provide a weekly Household Food Waste collection service on the same day of the week as the households' Residual Waste collection. The Food Waste collection Service shall comprise the weekly collection of Food Waste from private households utilising 23 litre Containers and a weekly collection from communal Bulk Bin Containers. The 23 litre Containers shall have a vertical carrying handle with hinged lid and locking mechanism.
- 2.31 The Service shall involve the collection of all kitchen organic materials including meat products. The volume of Food Waste removed shall be restricted to that contained within 23 litre Containers. Where excess Food Waste over and above this is presented, the Contractor shall not collect it and affix an Advisory Notice, supplied by the Contractor and agreed by the Supervising Officer, to this excess Food Waste. The Contractor shall record the property location where excess Food Waste has been presented and each incident resulting in non-collection shall be recorded by the Contractor through the use of appropriate in-cab electronic technology and shall notify the Supervising Officer immediately in a specified electronic format detailing the reason for non-collection.~~shall notify the Supervising Officer of the incident. This procedure should continue for repeated incidences of excess Food Waste presented.~~
- 2.32 Residents will be recommended to use newspaper or compostable liners to line food waste Containers. The Contractor shall make every effort to identify, and subsequently not collect, Food Waste Containers that have been contaminated with inappropriate liners (e.g. plastic bag) or non-targeted Waste (e.g. Residual Waste or Recyclables).
- 2.33 The Contractor shall ensure that emptied Containers are returned, with their lids closed and in a locked position, to the Collection Point. Containers shall always be placed back to the Collection Point and never thrown or dropped.
- 2.34 The Contractor shall also provide a weekly Food Waste collection service, from 240-litre wheeled-bin Containers, to Schools as per Clauses 2.63 to 2.68.
- 2.35 The Contractor shall deliver the Food Waste to the relevant West London Waste Authority Disposal Site ~~Greenford Depot Bulking Facility~~ where it shall be dispatched for onward transfer to approved Reprocessor (WLWA Contract). ~~The Council may require food to be direct-delivered to Transport Avenue (Brentford).~~

Collection of Garden Waste

The ~~Current~~ Service

- 2.36 The Contractor is required to provide a weekly~~fortnightly~~ collection of Household Garden Waste on the same day of the Week as the households'

Residual Waste collection. In addition, the Contractor shall collect Garden Waste from Schedule 2 premises as listed in schedule 22.

- 2.37 The Contractor shall collect Garden Waste presented in Approved Sacks, either reusable or compostable or 240-litre wheeled bins from the Collection Point. Residents shall not be limited in the number of reusable or compostable sacks they can present for collection. Compostable sacks are used by e.g. properties on red routes.
- 2.38 The Contractor shall collect or empty Approved Sacks or 240-litre wheeled bins even where their contents protrude upwards above the top of the sack so long as this can be done safely and the sack weight does not exceed 20 kilograms. Approved Sacks shall be transferred directly from the Collection Point to the Contractor's vehicle and not deposited in any other place. Once emptied, Approved Sacks or 240-litre wheeled bins shall be returned to the household from which they were originally presented. The Contractor shall endeavour to secure the Approved reusable Sacks in a tidy manner and in a suitable location to prevent trips and to prevent them being blown away.
- 2.39 Garden Waste presented other than in an Approved Sack or 240-litre wheeled bin should not be collected and the Contractor shall affix an Advisory Notice to the container. The Contractor shall record the property location where the sack presented is not an Approved Sack and shall notify the Supervising Officer of the incident. The exception to this shall be during the period from the Working Day following Boxing Day until the end of January each year when the Contractor shall, in addition, collect biodegradable Christmas trees that have been presented by residents either in or beside an Approved Container or on its own on their Garden Waste collection Day. The Contractor shall be deemed to have allowed for this in his Tender rates.
- 2.40 The Contractor shall notify the Supervising Officer where an Approved Sack is no longer serviceable and has not been emptied. Each incident resulting in non-collection shall be recorded by the Contractor through the use of appropriate in-cab electronic technology and shall notify the Supervising Officer immediately in a specified electronic format detailing the reason for non-collection.
- 2.41 The Contractor shall ensure that Garden Waste is collected separately from other Waste and shall ensure that Garden Waste does not become mixed or contaminated with other Wastes at any stage of the collection, transportation and unloading operation.
- 2.42 The Contractor shall be responsible for replacing free of charge to the Supervising Officer any Approved Sack damaged, lost/not-returned by the Contractor under this Contract.

Collection of Bulky Household Waste

- 2.43 The Council currently operates a bulky Household Waste collection Service, for which any charges are administered by the Council. Residents request a collection via the Council's customer services department and AM (07.00 to 12.00 noon) or PM (12.00 noon to 15.00) appointments, Monday to Friday are offered on a first-come, first-served basis. If a specific AM or PM appointment is not required then the collection will be made within five Working

Days of receipt of the payment. The Contractor shall provide a bulky Household Waste collection Service across the Contract Area from the Commencement Date, in order to maintain the current service. The Supervising Officer shall administer the Service and issue instructions to the Contractor. The contractor shall make provision for the collection of up to 7,800 bulky waste collections in accordance with volumes and rates specified in the pricing schedule, across the categories detailed in 2.47 below.

- 2.44 The Supervising Officer shall require the scheduling and allocation of appointments to be maintained real time, in order that they can be offered and booked as quickly as possible. This includes next day collections, subject to the availability of appointment slots.
- 2.45 The Contractor shall collect bulky Household items such as furniture etc, metal items and also items of household WEEE (being items that fall under the EU Directive on Waste Electrical and Electronic Equipment) including, but not limited to, televisions, computers, fridges, freezers, washing machines, tumble driers, cookers etc, from individual households, as specified by the Supervising Officer. In addition, the Contractor shall be required to collect all bulky Household Waste via the use of non-compaction vehicles and deliver to the appropriate Disposal Site. The Contractor shall ensure that no CFC gases escape from refrigerators or freezers whilst they are under his control.
- 2.46 The Contractor shall set out measures to maximise re-use and recycling as part of the bulky Household Waste collection service, and engage with and support the activities of locally-based charitable organisations in the re-use and recycling of recovered products and materials.
- 2.47 The Contractor shall collect the following categories of bulky Household Waste as instructed by the Supervising Officer:
- a) ~~Up to three fridges/freezers (a service which is currently not charged for by the Council);~~
 - b) Up to eight items of bulky household items, excluding fridges and freezers, ~~for which the Council currently charge £20; and~~
 - c) More than eight items of bulky household items, excluding fridges and freezers, for which the Council charges according to an estimate of size.
- 2.48 If a resident wishes to arrange a collection for more than eight items the Supervising Officer shall instruct the Contractor to visit the property and make an estimate of the total size of the items to be collected in metres squared. The Contractor shall then notify the Supervising Officer of the details of the aforementioned Bulky Collection, which shall when instructed by the Supervising Officer be collected by the Contractor and paid for in accordance with the submitted Tender rates.
- 2.49 The Contractor shall normally only collect bulky Household Waste that is placed within the property boundary.

- 2.50 The Contractor shall ensure that every effort is made to contact the owner of the Waste at the time of collection and to obtain any necessary signatures confirming satisfactory completion of the Service, and that care is taken by the workforce to avoid damage to property when entering upon premises. Only the items of waste detailed on the instruction issued by the Supervising Officer shall be collected by the Contractor.

- 2.51 In the event that the Contractor is unable to collect Waste from a property then the Contractor shall leave an Advisory Notice approved by the Supervising Officer notifying the occupant of the reason for the non collection and shall notify the Supervising Officer by the end of the working day of the reason why the collection of Waste could not take place. Unless instructed otherwise by the Supervising Officer, the Contractor shall be required to organise for the recollection of the Waste on the next working day and shall allow in his Tender rates for two abortive visits to each property. Payment to the Contractor for the Waste collection shall be made by the Supervising Officer in accordance with the appropriate successful collection or unsuccessful collection Tender rate in the Pricing Schedule. In the event of failure by the contractor to make a collection in line with specification requirements, the Council reserves the right to withhold relevant payment accordingly, in line with tendered pricing schedule rates.
- 2.52 The collection of bulky Household Waste shall be programmed by the Contractor and the Supervising Officer in order to ensure that collections are made throughout the Contract Area on a weekly basis, and that collection appointments are made and kept to.
- 2.53 The Supervising Officer shall set up and maintain arrangements for the receipt of requests for this Service directly from households. Requests made to the Contractor for this Service should immediately be referred to the Supervising Officer.
- 2.54 For collections requested outside of the appointment system and unless otherwise instructed by the Supervising Officer, the Contractor shall remove bulky Household Waste within five working Days from the receipt of the instruction from the Supervising Officer. The Contractor shall record the date that the instruction was received and the date that the collection was made and supply this data to the Supervising Officer at the end of each day.
- 2.55 The Contractor shall ensure that all items of bulky Household Waste are delivered to the appropriate Disposal Sites. The Contractor shall ensure that all fridges, freezers and other 'white goods' are delivered separately and that there is also separation of Reusable Items, Recyclables and Metals where required at the Disposal Site.
- 2.56 If, when making a bulky Household Waste Collection, the Contractor discovers that Hazardous Household Waste (including, but not limited to, asbestos) has been presented for collection then the Contractor shall not collect this Waste. The Contractor shall notify the occupier the reason for non-collection by affixing an Advisory Notice, provided by the Contractor and authorised by the Supervising Officer, ~~concerned~~. The Contractor shall record the property location where Hazardous Household Waste has been presented and shall notify the Supervising Officer of the incident. The Supervising Officer shall contact the householder and arrange a suitable collection of the Hazardous Household Waste.

- 2.57 The Council has set a target to reuse/recycle 30% of the bulky Household Waste. The Contractor shall make arrangements to enable suitable materials to be diverted from disposal and reused or recycled. The Council shall actively support any arrangements made with charitable or community organisations for the reuse or recycling of bulky Household Waste. Where arrangements have been made for the reuse/recycling, the Contractor may propose alternative delivery points and is not required to deliver the materials to any of the listed Disposal Sites.

The Collection of Other Household or Commercial Waste

- 2.58 This element of the service involves the collection of Household Waste, Commercial Waste or other Waste from Domestic, Commercial or Council Owned Premises, or from other premises at the request of the Council. The Waste may be:-
- a) Household Waste in large quantities (including unbagged Garden Waste) and any Household Waste (except Clinical Waste and Asbestos) described in Paragraph 4 of The Controlled Waste Regulations 1992.
 - b) Commercial Waste in addition to that collected under a Waste Collection Agreement
 - c) Waste from premises having no Waste Collection Agreement with the Council
 - d) Waste from Council housing, including collections from tower blocks store rooms and underground car parks
 - e) Waste from Council's educational establishments
 - f) Waste from properties subject to a notice served under Section 4 of the Prevention of Damage by Pest Act 1949.
- 2.59 Instructions issued to the Contractor by the Supervising Officer for this part of the Service shall state the approximate volume of Waste to be collected.

The Collection of Prescribed Household Waste

- 2.60 The collection of Household Waste which is prescribed only by virtue of being from a premise listed in Schedule 2 of the Controlled Waste Regulations 1992 shall be provided by the Contractor. The Contractor shall collect separately presented Residual Waste contained in approved Containers, provided and maintained by the Contractor and approved by the Supervising Officer, at the frequencies specified by the Supervising Officer. The Contractor shall note that at some locations, cardboard shall be presented separately and affixed with a Pre-Paid Council Branded Sticker provided by the Council and the Contractor shall collect this material separately for Recycling. The precise locations of Schedule 2 premises requiring this Service, and the current frequency of collection for Residual Waste, are included in schedule 4. This Service shall be provided five day a week between 07.00 and 17.00. An exception to this is on Blue Roads where the Contractor shall collect Pre-Paid Commercial Waste Sacks on Saturdays and Sundays between the hours of 07.00 and 20.00. In addition the Contractor shall collect Pre-Paid Commercial

Waste Sacks in the Ealing Broadway Area (schedule 5) 7 days a week between the hours of 06.00 and 20.00.

- 2.61 The Contractor shall ensure that Bulk Bin Containers are returned to their proper positions after they have been emptied, their lids replaced or closed where applicable and, where wheel or other locking mechanisms (including lids) are fitted, the locks shall be applied.
- 2.62 All Dry Recyclables collected shall become the property of the Contractor.

The Collection from Schools

- 2.63 The Contractor shall collect separately presented Residual Waste, and Recyclables including paper, cans, cardboard and Food Waste contained in approved Containers, provided and maintained by the Contractor and approved by the Supervising Officer, weekly.
- 2.64 For the collection of Food Waste, schools are provided with a supply of compostable liners and are also advised that they can use newspaper to line food waste Caddies. The Contractor shall make every effort to identify, and subsequently not collect, Food Waste Containers that have been contaminated with inappropriate liners (e.g. plastic bag) or non-targeted Waste (e.g. Residual Waste or Recyclables).
- 2.65 The Contractor shall ensure that Bulk Bin Containers are returned to their proper positions after they have been emptied, their lids replaced or closed where applicable and, where wheel or other locking mechanisms (including lids) are fitted, the locks shall be applied.
- 2.66 All Dry Recyclables collected shall become the property of the Contractor.
- 2.67 Food Waste from schools shall be delivered by the Contractor to Transport Avenue where it shall be tipped by the Contractor into a hopper via a rear discharge vehicle.
- 2.68 The Council anticipates that the number of Bulk Bin Containers for Recyclables shall increase over the Contract Term and the Contractor shall be paid for collecting these in accordance with the submitted Tender rates. The Contractor shall be particularly vigilant in terms of health and safety where collecting from all educational establishments such as schools and colleges where potentially large numbers of young people are likely to be found either inside or outside the premises. Any vehicle reversing manoeuvres shall therefore be undertaken only under the guidance of a 'banksman' and collection from educational establishments should be timed so as not to coincide with the establishments start, finish and break times. For guidance purposes only, the Contractor is advised that start times are generally from 08.30 to 09.00, finish times are estimated to be from 15.00 to 17.00 and break-times vary throughout the day.

The Clinical Waste Service – suspended from 1st April 2016

- 2.69 The Contractor shall provide a separate Service for the weekly collection of Clinical Waste, ensuring that residents are allocated a regular day each week. Clinical Waste shall be presented in UN approved Containers (which includes appropriate UN approved Sacks), supplied by the Contractor and approved by the Supervising Officer, from households and Council owned premises.
- 2.70 The Contractor shall also provide an ad-hoc Collection Service, for the collection of Clinical Waste from premises as instructed by the Supervising Officer as required. Where an ad-hoc collection is required, the Supervising Officer shall instruct the Contractor of the address and details of the collection, a minimum of one working day before the collection is required.
- 2.71 The Contractor shall collect all Clinical Waste Containers from the Collection Point at each Household receiving this Service and shall transport and dispose of the Clinical Waste in accordance with all statutory requirements, Health and Safety Executive and Environment Agency Guidelines, to a permitted facility or as directed by the WLWA and agreed by the Supervising Officer prior to Contract Commencement. The Contractor shall be required to maintain Duty of Care compliant records of Waste delivered to Facilities and report this monthly to the Supervising Officer.
- 2.72 At the same time as collecting Clinical Waste from Households, the Contractor shall leave the same number of UN approved Containers (including Sacks) on a like for like basis, at the collection location for use during the following week. The Contractor should include the costs of provision and delivery of Containers in his Tender.
- 2.73 Clinical Waste shall only be collected by the Contractor if presented in Approved Containers. The Contractor shall ensure that all Containers are securely fastened at all times.
- 2.74 The Contractor shall not use any form of compaction vehicle for the collection or transporting of Clinical Waste. The Contractor shall ensure that all Clinical Waste is transported in enclosed rigid containers (maximum capacity of 3 m³). All Clinical Waste Sacks shall be placed in secondary rigid containers by the Contractor for transportation to the Clinical Waste Discharge Point.
- 2.75 The Contractor shall exercise the necessary care and attention to ensure that Clinical Waste is delivered to the Discharge Point in undamaged Clinical Waste Sacks, as per container requirement above.
- 2.76 The Contractor shall be responsible for locating and providing (a) Discharge Point(s) for the receipt and treatment of Clinical Waste collected and shall provide the following information to the Council as part of the Programme of Service in respect of the Discharge Point (s):
- a) Name and address of the Discharge Point(s).
 - b) Waste Carrier Licence
 - c) Name of Local Authority where the Discharge Point(s) is/are registered.

- d) Name, Address and Registration Number and licence details of the Discharge Point(s).
 - e) The address of the Environment Agency Office responsible for permitting the Discharge Point(s).
 - f) Confirmation from the Environment Agency that the Discharge Point(s) has the required permits in respect of Clinical Waste.
 - g) Risk assessment for the collection and transport of Clinical Waste.
- 2.77 The Contractor shall not change the Discharge Point(s) without agreeing this with the Supervising Officer and supplying details of the new Discharge Point(s) as required above.
- 2.78 Schedule 3 provides details of those Households which currently require Clinical Waste collections. The Supervising Officer shall inform the Contractor of any additions or deductions from the Premises listed at schedule 3. The Contractor shall notify the Supervising Officer in writing of any Households that in his opinion have ceased to require the service.

Special Conditions Relating to the Clinical Waste Service

- 2.79 The Clinical Waste collection service shall be carried out by the Contractor in accordance with the requirements of this Specification and/or further requirements as may be instructed by the Supervising Officer following consultation with the Health and Safety Commission or the Environment Agency.
- 2.80 The drivers and/or operatives of all vehicles shall be ADR compliant and provided with appropriate protective clothing, which they shall be required to wear at all times when loading onto or discharging Clinical Waste from the vehicle.
- 2.81 The Contractor shall not store any materials or items of protective clothing in the load compartments of the vehicle.
- 2.82 The Contractor shall provide and maintain for each vehicle a full set of vehicle cleansing and disinfecting equipment, which shall include a mop, bucket, disinfectant, dust pan and brush.
- 2.83 The Contractor shall provide and maintain for each vehicle a full set of sanitary cleansing items which shall include hand cleanser/soap, a hand scrubbing brush and towels all contained in a lockable compartment separate from the load carrying part of the vehicle and positioned for safe access by operatives at all times.
- 2.84 The Contractor shall ensure that the collection vehicle is thoroughly cleaned and disinfected immediately following any spillage inside the load compartment.
- 2.85 The Contractor shall ensure that the collection vehicle is thoroughly cleaned and disinfected at least once every week.
- 2.86 In the case of any substitute vehicle being used in lieu of the normal collection vehicle, the Contractor shall also ensure that it is thoroughly cleaned and disinfected at the end of its period of temporary use.

- 2.87 The Contractor shall ensure that all Clinical Waste collected in the vehicle is disposed of as specified and on the same day as the collection.
- 2.88 The Contractor shall maintain records of all collections of Clinical Waste, which shall include the address of the premises from which the waste is collected, the registration number of the vehicle used, the number of Containers collected, the time and date collected and the Discharge Point of the Waste.
- 2.89 Where the collection is made from Schedule 2 or Council Owned Premises then the record shall be countersigned by the trader or Council Officer responsible for the premises concerned.
- 2.90 The Contractor shall obtain receipts from the operators of the Discharge Point each time Clinical Waste is delivered. The receipt shall detail the registration number of the vehicle, the load weight (Net and Tare), the date and time and the Discharge Point.

The Commercial Waste Service

- 2.91 The Council provides a Commercial Waste Service to commercial premises in the Borough for the collection of Commercial Waste, using 660 litre and 1100 litre wheeled-bins, paladin bins and pre-paid sacks. The Contractor shall note that at some locations, cardboard shall be presented separately and affixed with a Pre-Paid Council Branded Sticker provided by the Council and the Contractor shall collect this material separately for Recycling.
- 2.92 The Contractor shall provide a dedicated service (i.e. collecting only Commercial Waste that is contracted to Ealing Council) for the collection of Commercial Waste and cardboard for recycling as described in 2.9.1.
- 2.93 The Contractor shall provide a Commercial Waste Service to the premises listed, and at the frequencies indicated, in Schedule 4 which are the premises which have a Commercial Waste agreement with the Council. The Supervising Officer shall notify the Contractor of any changes to this Schedule at the Commencement Date and on a regular basis throughout the Contract Period and the Contractor shall revise collections as appropriate. The Supervising Officer shall notify the Contractor of changes to the premises for collection and/or of changes to the quantities and/or of additional ad hoc collections for the Commercial Waste Service.
- 2.94 The Contractor shall provide a six (6) day a week (Monday to Saturday) Service for the collection of Wheeled Bin Containers between 07.00 and 17.00.
- 2.95 The Contractor shall provide a five (5) day a week Service for the collection of Pre-Paid Commercial Waste Sacks and Pre-Paid Council Branded Stickers between 07.00 and 17.00 throughout the Contract Area. ~~An exception~~In addition to this ~~is on Blue Roads where~~ the Contractor shall collect Pre-Paid Commercial Waste Sacks and Pre-Paid Council Branded Stickers on Saturdays and Sundays between the hours of 07.00 and 20.00. In addition the Contractor shall collect Pre-Paid Commercial Waste Sacks and Pre-Paid Council Branded Stickers in the Ealing Broadway Area seven (7) days a week between the hours of 06.00 and 20.00.

- 2.96 The Contractor shall collect Commercial Waste presented in approved Council branded Residual Waste sacks, cardboard affixed with approved Council branded stickers and wheeled-bin Containers (e.g. 660 litre wheeled bins, 1,100 litre wheeled bins, paladins).
- 2.97 The Contractor shall be responsible for delivering a Container or the supply of pre-paid sacks to new customers, within 5 working days of notification by the Supervising Officer. This request shall be considered notification that the customer requires the service to commence on the next scheduled occasion.
- 2.98 The Contractor shall ensure that accurate details are recorded on worksheets where it is found that a Commercial Waste customer:-
- a) has closed its business;
 - b) is presenting Commercial Waste for collection in excess of that specified in their Commercial Waste agreement and/or in Containers not specified by the Supervising Officer;
 - c) is failing to properly contain liquid or other Wastes within the Container used, such that Litter, stains, slipping or tripping hazards are caused or are likely to be caused;

The Supervising Officer shall investigate the Contractors reported information detailed in this Clause 2.9-8 and shall advise the Contractor of the outcome and the delivery of the service.

- 2.99 In the case of Clause 2.9-8 b), the Contractor shall not collect any Commercial Waste presented in excess of that agreed in their Commercial Waste Agreement. In these incidences the Contractor shall, where possible, post an advisory leaflet supplied by the Supervising Officer, at the premises concerned notifying the customer of the nature of the problem and that the Council is being informed. The Contractor shall record the location where excess Commercial Waste has been presented on the daily worksheet and notify the Supervising Officer of the incident including the number/amount of excess sacks/loose Waste presented. This procedure shall continue for repeated incidences of excess Commercial Waste which shall continue to be collected, at no additional cost, unless instructed otherwise by the Supervising Officer.
- 2.100 The Supervising Officer shall agree the points of collection for Commercial Waste with the customer who has entered into a Commercial Waste agreement with the Council and advise the Contractor accordingly. The Contractor shall be required to make all collections regardless of the distance between the collection point and the nearest vehicular access.
- 2.101 The Contractor shall ensure that Containers are returned to their proper positions after they have been emptied, their lids replaced or closed where applicable and, where wheel or other locking mechanisms (including lid locks) are fitted, the locks shall be applied.
- 2.102 The Contractor is prohibited from collecting Commercial Waste from premises that do not have a Commercial Waste agreement with the Council.

Neighbourhood Recycling Sites Service

- 2.103 The Contractor shall be responsible for managing the provision and emptying of all Containers located on Neighbourhood Recycling Sites throughout the Contract Area (as per schedule 17 updated). Reimbursement for the purchasing of Containers shall be on an 'open book' basis: whereby the Contractor shall be required to obtain three quotations for the supply of Containers on the basis of specifications supplied by the Supervising Officer; and submit these to the Supervising Officer for approval. The Contractor shall then order the Containers; and the Contractor shall be reimbursed on the basis of the purchase price paid to the supplier on production of an invoice and receipt. Should the Supervising Officer not be satisfied with the quotations submitted by the Contractor, he shall have the right to seek alternative quotations.
- 2.104 This shall include all Commuter Bins (240 litre wheeled containers) as set out in schedule 13 (updated) which are provided for the collection of newspapers near commuter sites, e.g. railway stations.
- 2.105 The Contractor shall collect and empty all glass, paper, plastic, cardboard and can Containers sited on Neighbourhood Recycling Sites. The ownership of the glass, paper, plastic, cardboard and cans collected shall remain with the Contractor and the Contractor shall ensure that all material is recycled in accordance with the requirements of the Contract.
- 2.106 ~~The Contractor is advised that some of the Council's Neighbourhood Recycling Sites cater for the collection of textiles, shoes and books and the Contractor shall collect such materials, ensuring the same are recycled in accordance with the requirements of the Contract.~~
- 2.107 The Contractor is advised that some of the Council's Neighbourhood Recycling Sites cater for the collection of plastics. Bidders are required to provide a provisional sum for the servicing of these Containers and shall collect such materials, ensuring the same are recycled in accordance with the requirements of the Contract.
- 2.108 All Neighbourhood Recycling Site Containers shall be emptied 'on site' i.e. they are not to be removed by the Contractor from the site for emptying.
- 2.109 The Contractor shall be responsible for maintaining the Neighbourhood Recycling Site Containers and keeping them in good working order and of an appearance to promote a good quality service. The Contractor shall ensure that Containers are regularly inspected and that latches, doors, hinges, and handling attachments are kept in good working order. Any damage or deterioration of Containers including painted surfaces shall be immediately reported to the Supervising Officer.
- 2.110 Containers shall be repaired by the Contractor when so instructed by the Supervising Officer and the Contractor shall be paid for the repair in accordance with the submitted Daywork Rate; except that where repairs are

required due to damage caused by the Contractor, in this case the Contractor shall be responsible for the cost of the repair. The Contractor shall ensure that the Containers are clean externally at all times and internally when not in use.

- 2.111 The Contractor shall promptly report to the Supervising Officer any instances of graffiti and/or fly posting on Containers. The Contractor shall empty all Neighbourhood Recycling Site Containers at a frequency that ensures that no Container is more than 75% full at any time.
- 2.112 The Supervising Officer may make changes to Neighbourhood Recycling Site access due to for example changes to opening hours, holidays, car parking, and the Contractor shall be required to accommodate these when scheduling collections.
- 2.113 Notwithstanding the requirements of Clause 2.111 the Contractor shall empty any Container that is full, overflowing, or likely to overflow, as directed by the Supervising Officer by the end of the Working Day if reported before midday, or by midday the following Working Day if reported after midday.
- 2.114 The Contractor shall ensure that suitable recyclable material found adjacent to the recycling Container shall be placed in the appropriate Container. The Contractor shall ensure that the area surrounding the recycling Containers is left in a safe, clean and tidy condition after each collection.
- 2.115 If any recycling Container is temporarily inaccessible due to parking, adverse weather or the like, the Contractor shall reschedule a collection to take place within one Working Day of the attempted collection. No additional payment shall be made to the Contractor for such events and the Contractor shall be deemed to have allowed for this in his Tender rates.
- 2.116 The Contractor shall take due care during emptying and collection to ensure that members of the public and residents are not inconvenienced or disturbed either by noise or by obstructions.
- 2.117 The Contractor shall ensure that all vehicles used for the servicing of Neighbourhood Recycling Sites shall be fitted with appropriate bin weighing technology, in order to provide comprehensive records of all materials collected for recycling. The Contractor shall record the date and time of each lift of each recycling container emptied. This record, together with copies of weighbridge tickets shall be retained and made available to the Supervising Officer on request.
- 2.118 The Contractor shall be required to assist in the installation, relocation, or withdrawal of new and existing Neighbourhood Recycling Sites as directed by the Supervising Officer. Such work shall be paid for in accordance with the submitted Daywork Rates.
- 2.119 The Contractor shall ensure that all recycling containers have adequate signs, or that other provision is made, to ensure that they can be used correctly. Signs, notices and labels on banks shall be provided by the Supervising Officer.

Handling of Dry Recyclables

Transfer facility for Dry Recyclables

2.120 The Contractor shall provide a fully consented waste transfer station (either at the Greenford Depot or at an alternative site if required to manage a contingency event) for the bulking of collected Dry Recyclables into third party vehicles as directed by the Supervising Officer.

2.121 The Contractor shall be responsible for obtaining and maintaining consents for the transfer of Dry Recyclables at the Greenford depot, and for ensuring that alternative facilities are appropriately consented to operate for the intended purposes.

2.122 In the event that the Contractor nominates a contingency waste transfer facility for Dry Recyclables, it shall inform the Council and other third parties (as nominated by the Council) with no less than 24 hours' notice of the details of the alternative site, including the relevant timeframes to which the contingency plan will apply.

Loading

2.123 The Contractor shall load haulage vehicles which are directed by the Council to the Greenford waste transfer facility (or a contingency facility as specified by the Contractor) with Dry Recyclables in an efficient and timely manner. The Contractor shall be capable of loading any type of bulk haulage vehicle that should arrive to collect Dry recyclables.

2.124 The Contractor shall achieve a turnaround time for such vehicles (measured from weighbridge to weighbridge) for loading these vehicles of no greater than 30 minutes.

2.125 The Contractor shall ensure that payloads are optimised in order to reduce the overall vehicle movements to the satisfaction of the third party transport provider/ MRF operator.:-

2.126 The Contractor shall work in partnership with the Council and other third parties (as nominated by the Council) to schedule the timing of bulk haulage vehicles which are collecting Dry Recyclables, such that the timing works optimally for all parties.

Material handling and Contamination

2.127 The Contractor shall deliver the services such that no contamination is introduced to the Dry Recyclable material stream, and so that Good Industry Practice is applied to the handling and storage of waste, and such that it shall not be mixed with other waste types.

2.128 In the course of its duties under this contract, the Contractor shall visually inspect the Dry Recyclable material, prior to loading into bulk haulage vehicles, and shall use reasonable endeavours to remove any contamination which is identified where it is safe and practical to do so.

2.129 Where contamination is identified within the Dry Recyclable materials, the Contractor shall take all reasonable endeavours to identify the source of the contamination. The Council expects that the Contractor will be able to identify the vehicle that tipped the contaminants, such that appropriate communication and enforcement action can be taken.

2.130 Where a third party haulage vehicle loaded with dry mixed recyclable materials by the Contractor is subsequently refused to tip at the receiving facility, then the vehicle shall be returned to the Contractor who shall then be responsible for handling such waste. The Contractor shall undertake a full investigation as to why a load of contaminated material was sent from the site, and shall take all reasonable endeavours to prevent a reoccurrence by assisting with identification of the source of the contamination. In the event of a dispute due to the level of contamination in the load, the contractor shall liaise directly with the MRF operator. All costs associated with the handling of this material are the responsibility of the Contractor.

Weighing

2.131 The Contractor shall provide to the Council and to other parties nominated by the Council weighbridge data in respect of vehicles collecting ~~dDry mixed~~ ~~rRecyclables~~. Weighing processes and equipment shall be calibrated and shall comply with best industry practice. Weighbridge data shall be produced in an electronic format

Other

2.132 The Contractor shall attend regular contract interface / management meetings as requested by the Council.

2.133 The Contractor shall provide adequate welfare facilities for drivers collecting ~~dDry mixed~~ ~~rRecyclables~~.

2.134 The Contractor shall ensure that all drivers of bulk haulage vehicles collecting ~~dDry mixed~~ ~~rRecyclable~~ materials are provided with a site induction and any training required.

3 THE SERVICE OPTIONS

~~Overall Service Requirements~~

- ~~3.1 The Contractor is required to provide Tender rates for the following Service Options:~~
- ~~a) Fortnightly collection of Dry Recyclables, co-mingled from a wheeled-bin Container, plus the treatment of the material collected.~~
 - ~~b) Fortnightly collection of Residual Waste from a wheeled-bin Container, (where appropriate, depending on property types);~~
 - ~~c) Fortnightly collection of Garden Waste from households and Schedule 2 premises on the basis of a paid subscription from 240-litre wheeled-bin Containers and from compostable sacks; and~~
 - ~~d) Collection of additional materials from communal Bulk Bin Containers including Food Waste and co-mingled Dry Recyclables.~~
- ~~3.2 For each of the options which involve the use of wheeled bin Containers the Council acknowledges that wheeled bin Containers shall not be suitable for all households and the Contractor shall provide these households with either a (weekly or fortnightly, as appropriate) collection of Residual Waste; Garden Waste from Approved Containers; or Dry Recyclables from Approved Sacks. The Contractor shall also be responsible for providing and delivering Approved Sacks to these households as directed by the Supervising Officer.~~
- ~~3.3 For the co-mingled Dry Recyclables Service the Contractor shall collect the following dry recyclables (as a minimum) paper, cardboard and thin printed card, steel and aluminium cans, aluminium foil, glass bottles and jars, cartons, mixed plastic (types 1, 2, 4, 5 and 6). The Contractor is invited to suggest further types of dry recyclables that they are able to collect from households as part of the Service Options.~~

~~Possible Service Options for Residual Waste~~

- ~~3.4 In the case of fortnightly collection of Residual Waste from a wheeled-bin Container, the Contractor shall phase in a fortnightly collection of Residual Waste from 240-litre wheeled-bin Containers on the same day of the week as the Dry Recyclables, Food Waste and Garden Waste collection. The Council acknowledges that wheeled-bin Containers shall not be suitable for all households and the Contractor shall additionally provide such households that cannot use a wheeled-bin Container with either a weekly or fortnightly collection of Residual Waste from sacks (provided by the householder). The Contractor shall continue to collect Residual Waste from bulk Containers as specified in Clauses 2.12 to 2.17.~~

~~Possible Service Option for Garden Waste~~

~~3.5 — The Contractor is required to provide a fortnightly collection of Garden Waste from households that pay a subscription. In addition, the Contractor shall collect Garden Waste from Schedule 2 premises as listed in schedule 22. The Supervising Officer shall issue to the Contractor a list of registered properties for this service throughout the Contract Period.~~

~~3.6 — The Contractor shall collect Garden Waste presented in either 240-litre wheeled-bin Containers or Approved compostable Sacks, which are to be provided by the Contractor, from the Collection Point specified in Clauses 4.8 to 4.17. Residents shall not be limited in the number of sacks they can present for collection.~~

~~3.7 — The Contractor shall empty Containers and Approved Sacks even where their contents protrude upwards above the top of the sack so long as this can be done safely and the sack weight does not exceed 20 kilograms. Approved Sacks shall be transferred directly from the Collection Point to the Contractor's vehicle and not deposited in any other place. Once emptied, Approved Containers shall be returned to the household from which they were originally presented.~~

~~3.8 — Garden Waste presented other than at a registered property shall not be collected and the Contractor shall, affix an advisory notice supplied by the Contractor and approved by the Supervising Officer, and the Contractor shall record the property location where the Garden Waste was presented and shall notify the Supervising Officer of the incident. The exception to this shall be during January when the Contractor shall collect, for recycling, biodegradable Christmas trees from any household in the Borough which is not serviced by Bulk Bin Containers. During January the Contractor shall suspend the chargeable Garden Waste collection service. The Contractor shall be deemed to have allowed for this in his Tender rates.~~

~~3.9 — The Contractor shall ensure that Garden Waste is collected separately from other Waste and ensure that Garden Waste does not become mixed or contaminated with other Wastes at any stage of the collection, transportation and unloading operation.~~

~~Possible Service Option for Dry Recyclables~~

~~3.10 — The Contractor shall phase-in a fortnightly collection of Dry Recyclables from 240-litre wheeled-bin Containers on the same day of the week as the Residual Waste, Food Waste and Garden Waste collection. The Council acknowledges that wheeled-bin Containers shall not be suitable for all households and the Contractor shall additionally provide such households that cannot use a wheeled-bin Container with a fortnightly collection of Dry Recyclables from Approved Sacks or boxes. The Contractor shall collect Dry Recyclables from bulk Containers as specified in Clauses 2.24 to 2.29.~~

~~3.11 — There is no limit to the amount of Dry Recyclables that householders can present for collection. The Contractor shall collect all targeted Dry~~

~~Recyclables clearly intended for collection at the designated Collection Point specified in Clauses 4.8 to 4.17 including loose material such as flattened cardboard. Where uncontained Dry Recyclables, with the exception of flattened cardboard, are consistently presented, the Contractor shall affix an advisory notice, supplied by Contractor and approved by the Supervising Officer, on to the Container. The Contractor shall record the property location where uncontained Dry Recyclables have been presented and shall notify the Supervising Officer of the incident. This procedure should continue for repeated incidences of Dry Recyclables not properly presented and the Recyclables shall continue to be collected, at no additional cost, unless instructed otherwise by the Supervising Officer.~~

~~3.12 The Contractor shall ensure that Dry Recyclables are collected separately from other Waste and ensure that Dry Recyclables do not become mixed or contaminated with other Wastes at any stage of the collection, transportation and unloading operation.~~

~~3.13 All Dry Recyclables collected by the Contractor shall become the property of the Contractor. Without prejudice to the Conditions of Contract, the Contractor is responsible for the processing of the Dry Recyclables at a suitable licensed facility (if appropriate), the sale of this Dry Recyclable material and for ensuring they are recycled including the maintenance of an audit trail. No recycling credits shall be paid to the Contractor, in respect of Waste recycled, by the Supervising Officer as part of this Contract.~~

~~3.14 The Contractor shall purchase store and deliver Approved Sacks for Dry Recyclables as follows and as approved by the Supervising Officer:~~

~~Clear sacks for Dry Recyclables for properties unable to store a wheeled bin as part of the Possible Service Option for Residual Waste:~~

~~SIZE: 914mm x 736mm x 457mm Gusset sides to be provided with gusset weld bottom.~~

~~GAUGE: 110 gauge (28 microns)~~

~~MATERIAL: Recycled high density polythene~~

~~BRANDING: Sacks to be overprinted in black with the wording Ealing Council in upper case lettering~~

~~RECYCLABLES ONLY in upper case lettering~~

~~Please securely tie your sack in lower case lettering~~

~~3.15 The Contractor shall deliver 104 sacks per property per year delivered in two rolls of 26 sacks twice per year, with delivery times as instructed by the Supervising Officer.~~

~~3.16 The Contractor shall deliver Approved Sacks to the locations specified and at the quantity and frequency as detailed in Clause 3.15 and as directed by the Supervising Officer. This shall include ad hoc deliveries of Approved Sacks to new properties and properties where residents have recently moved to as requested by the Supervising Officer. The Supervising Officer shall provide reasonable notification to the Contractor of any changes to the number and location of properties where sacks shall be delivered.~~

~~3.17 When delivering Approved Sacks the Contractor shall ensure that~~

~~sacks are secured in such a way as to minimise the problems associated with security, safety and litter. The Contractor shall ensure that Approved Sacks are placed through letter boxes wherever possible or left in a secure location in residents' gardens or driveways (in which case the Contractor shall deliver a note through the letterbox advising the resident that they have had a delivery of sacks). Any missed or stolen sacks shall be replaced by the Contractor within one Week and at no extra cost to the Supervising Officer.~~

Possible Service Option for Bulk Bin Containers

The Collection of Food Waste**(implemented 1st April 2013)**

- 3.18 The Contractor shall provide a weekly collection service for Household Food Waste from Bulk Bin Containers (240 litre) provided by the Council.
- 3.19 The volume of Food Waste removed from Bulk Bin Containers shall be restricted to that contained in the wheeled bin Containers. The Contractor shall ensure that any uncontained Food Waste or spillage occurring at any location, including in and around bin storage areas, is removed and the area is left swept clean whether or not the spillage was the fault of the Contractor's staff. The Contractor shall report repeated incidences of uncontained Food Waste presented or spillage at Bulk Bin Container storage areas to the Supervising Officer.
- 3.20 For the collection of Food Waste from Bulk Bin Containers, residents are advised by the Supervising Officer that they can use newspaper to line food waste Caddies, or supply their own compostable liners. The Contractor shall make every effort to identify, and subsequently not collect, Food Waste Containers that have been contaminated with inappropriate liners (e.g. plastic bag) or non-targeted Waste (e.g. Residual Waste or Recyclables). The Contractor shall report repeated contaminated Food Waste presented at Bulk Bin Container storage areas to the Supervising Officer.
- 3.21 Where Bulk Bin Containers are located in bin storage areas the Contractor shall be required to open and/or unlock any gate or door as necessary to gain access and crews should carry a standard Fire Brigade key for this purpose or use keys/codes as supplied by the Council for this purpose. The Contractor shall be responsible for these keys for the duration of the Contract Term and shall be required to return all keys at the end of the Contract. Where appropriate such access shall be along paths etc provided and shortcuts shall not be taken across gardens, hedges or walls.
- 3.22 The Contractor shall ensure that Bulk Bin Containers are returned to their proper positions after they have been emptied, their lids replaced or closed where applicable and, where wheel or other locking mechanisms (including lid locks) are fitted, the locks shall be applied. Only where there is insufficient space in a bin store room should any Containers be left outside. Where access doors or gates have been unlocked, the Contractor shall ensure these are locked once the Containers have been emptied and returned.

Dry Recyclables

~~3.23 The Contractor shall include in its Tender an option for the addition of separate collections of mixed plastics and cardboard from Bulk Bin Containers for the collection of Dry Recyclables.~~

Possible Service Option for Ealing Homes

- 3.24 In addition to the bulky Household Waste service described above, the Council requires a provisional priced option for the provision of six (6) dedicated 7.5 tonne vehicles (four (4) with tail lifts) each crewed by a driver and loader, which will undertake work arranged by Ealing Homes. The Contractor shall provide the service Monday to Friday each week, to start no earlier than 08.00 and to finish no later than 16.00; and on Sundays between 08.00 and 12.00 noon The Contractor shall visit Housing Land as per schedule 6 and shall collect all bulky Household Waste items clearly discarded for collection. In addition to these routine schedules, the dedicated fleet and staff shall be required:
- a) To respond to ad-hoc requirements on sites other than those described in the routine schedules;
 - b) To remove personal items post eviction, and store as directed;
 - c) To clear garages of personal items post eviction and remove items fly tipped there. To also clear garages as instructed following abandonment;
 - d) To assist in the clearance of personal items from internal communal areas of blocks and storage of same as directed; and
 - e) To assist in the delivery of stores and other cleaning materials and equipment to sites across the Borough.
 - f) To liaise with Estate Services staff on site to identify items for removal and to deal with residents directly in a courteous and professional manner at all times, including obtaining signatures as necessary to confirm removal has taken place.
 - g) To proactively identify and remove bulky items on designated estates.
 - h) To be available for interview in connection with any complaints and to provide every assistance in resolving complaints within agreed timescales.
- 3.25 In order to provide the Contractor with an indication of the work that may be required by this service, in the calendar year Jan 10 to Jan 11 the current fleet drove 66,800 miles and collected 900 tonnes.
- 3.26 In providing the service described in this Clause 3.2.4 the Contractor also shall comply with Clause 2.45, 2.46, 2.55 and 2.56 to ensure the service complies with regulations.
- 3.27 The Contractor shall submit, separately to the Estate Services manager a weekly log sheet for each vehicle detailing sites visited and volumes collected;

and shall attend a monthly meeting with the Estate Services manager plus attend ad hoc site inspections or other meetings as required.

4 GENERAL REQUIREMENTS

Hours of Operation

- 4.1 The Contractor shall provide the Services as described in this Specification. In exceptional circumstances (e.g. extreme weather) as well as in the weeks following Bank Holidays, the Supervising Officer may require additional Saturday Services and this shall be implemented by the Contractor when so instructed by the Supervising Officer.
- 4.2 Unless instructed otherwise by the Supervising Officer the Contractor shall implement the collection of Waste (including Recycling) Services between the hours of 07.00 (09.00 for Clinical Waste) and 17.00 and (except as detailed in 4.6 and 4.7) from Mondays to Fridays. The Contractor shall observe other restrictions on the Hours of operation as required by this Specification, for example, at Neighbourhood Recycling Sites. The Contractor shall time collections so as to not inconvenience traffic movements including pedestrian as well as ensuring safety. The Contractor shall take due regard of the traffic sensitive routes detailed in Schedule 28.
- 4.3 The Contractor shall collect Waste and Recyclables, and Garden Waste and Food Waste, from domestic and non-domestic properties at regular times and on regular days. For the first six (6) Months of the Contract the Contractor shall maintain the current collection days: with the exception of Garden Waste collections if a chargeable service is selected and to change them shall be made to the Supervising Officer (who shall approve at his own discretion) before the Commencement Date; and excluding the requirement to move from the current Saturday collections (detailed in Schedule 21) to a weekday, for which the proposal to change shall be made to the Supervising Officer (who shall approve at his own discretion) before the Commencement Date. The Contractor shall not at any time split any road or street into more than one area with different collection Days without the approval of the Supervising Officer. The Supervising Officer shall only approve different collection Days in the same road or street where the Contractor can demonstrate that it is impracticable to programme the Service otherwise.
- 4.4 The Contractor may vary or alter the times or Days of Residual Waste and Recyclables collections, and Garden Waste and Food Waste collections for some properties, only with the prior written approval of the Supervising Officer. Where such Variation or alteration is approved, the Contractor shall, at the Contractor's own expense, notify all households and non-domestic premises affected by the Variation or change using a communication method approved by the Supervising Officer before the Variation or change is brought into effect, or such other period of notice as may be reasonably required by the Supervising Officer. In addition the Contractor shall include in the notification a dedicated phone line for queries/complaints to be operational between the hours of 09.00 to 17.00 and for a period of four (4) weeks from household notification, at the discretion of the Supervising Officer.

- 4.5 The Supervising Officer reserves the right to vary the time for Residual Waste, Recyclables, Garden Waste and Food Waste collections should this be deemed beneficial for environmental, safety or other operational reasons and the Contractor shall adhere to such restrictions.

Bank Holiday Working

- 4.6 On English Bank Holidays the following arrangements shall apply. Where the Bank Holiday (with the exception of Christmas Day, Boxing Day and New Year's Day) falls on a Friday or Monday, the Contractor shall continue to collect waste on those days. ~~Where the Bank Holiday falls on a Monday (with the exception of Christmas Day, Boxing Day and New Year's Day or their equivalents) the Contractor shall, unless otherwise agreed with the Supervising Officer, operate a 'slipped day' service so that Waste is collected one day late in the relevant week, including operating Friday's Waste collections on the Saturday immediately following.~~ For the Christmas period, the Contractor shall plan Service delivery to minimise inconvenience to residents, including working on the three Saturdays following the Christmas/New Year period and shall submit plans each year to the Supervising Officer for approval before the end of September. The Supervising Officer shall be responsible for publicising the revised arrangements and for the costs of so doing.
- 4.7 The Contractor should note that the opening Hours of the designated Disposal Site could be a constraint on the Contractors operating Hours. Accordingly the Contractor shall ascertain from the Supervising Officer, the Hours when the designated Disposal Site(s) are available. If the Contractor wishes to operate outside these Hours then the Contractor shall make arrangements with the Supervising Officer and be responsible for any and all additional costs incurred in complying with the Contractor's request.

Collection Points

- 4.8 The collection point for the collection of Waste (including Recycling) Services by the Contractor shall generally be within the curtilage of the property. The curtilage of a property is as detailed in Clause 4.9.
- 4.9 An occupier shall, by 07.00 Hours on the Day appointed for the collection of Waste (including Recycling) from the premises, place such Waste intended for collection at the designated collection point, which has been determined by the Supervising Officer as:
- (a) A point at which the boundary of the premises abuts the nearest public highway;
 - (b) A point at which the boundary abuts a public or private driveway or footpath which links the premise to the nearest public highway. In the case of shared communal driveways the Contractor is not to take vehicles onto private land without the written consent of the landlord or owners, if he does so, it is at his own risk;

- (c) In respect of terraced/town centre premises sharing a common passage, a point immediately at the boundary of the passage nearest to the vehicle collection route;
- (d) Any other point within or adjacent to the premise which shall be determined by the Supervising Officer as the collection point including on balconies on some flats above shops.
- 4.10 The requirements of Clause 4.9 (a), (b) (c) shall not apply where the occupier is an elderly, infirm or disabled person, or where other arrangements have been approved by the Supervising Officer.
- 4.11 For collections of Bulk Bin Containers of Residual Waste and Recyclables located at communal properties and at Council premises the Contractor shall collect from a range of locations as specified by the Supervising Officer including, but not limited to, bin storage areas (which may be at the side or rear of premises), or on the boundary of the public highway.
- 4.12 The Contractor shall collect and return empty Containers to the inside edge of the appropriate property without hindrance of pedestrian or motorised traffic flow, regardless of where the Container was originally left by the resident. Every effort shall be made to ensure the correct return of the individual resident's Container to the correct location. ~~Complaints of a non return reported by a resident by 12.00 noon shall be rectified by the Contractor on the same day and complaints of a non return reported by a resident after 12.00 noon shall be rectified by the Contractor by 12.00 noon the following day.~~ Justified complaints of a non-return reported by a resident up until 12:00 noon on the day following the scheduled collection shall be rectified by close of business on that day.
- 4.13 The Contractor shall leave wheeled bin Containers with the lids closed and where wheel locking mechanisms are fitted the wheel locks shall be set in the on position. The Contractor shall not place any Container in any position which is likely to cause damage, danger or obstruction to users of the property, public highway or footway. In addition, the Contractor shall ensure that no Container is placed in a position which shall obstruct any access to a private premise or the public highway.
- 4.14 The Contractor shall only use recognised access routes to properties and shall not drive, or walk, on lawns or flowerbeds or other parts of gardens.
- 4.15 The Contractor may be required to open and or unlock any gate or door necessary to gain access. Where appropriate such access shall be along paths etc provided and shortcuts shall not be taken across gardens, hedges or walls. The Contractor shall ensure that gates or doors to properties are closed after the collection of Waste and on leaving the collection point. If required the Contractor shall be provided with code numbers and a set of access keys and shall be liable for all cost associated with the Contractor's loss of the keys. The Contractor shall comply with any local circumstances relating to access or security.

- 4.16 The Contractor shall ensure that all gates, doors, locks and latches are properly closed on leaving any site or premises.
- 4.17 It is the Contractor's responsibility to take account of any locations where there is limited access for conventional Waste (including Recycling) collection vehicles.

Assisted Collections

- 4.18 The Council provides an assisted collection Service for elderly, infirm or disabled persons who are physically unable to present their Household Waste, Dry Recyclables, Garden Waste and Food Waste at the standard Collection Point specified in Clause 4.8.
- 4.19 The Contractor is advised that approximately 350 properties (as set out in schedule 1) shall require an assisted collection by the Contractor and the Contractor shall be deemed to have allowed for this in his Tender rates. The Supervising Officer shall notify the Contractor of actual properties at Commencement Date and on a regular basis thereafter.
- 4.20 The Contractor shall implement the assisted collection Service and shall collect Household Waste, Recyclables, Garden Waste and Food Waste from the place on the property where the householder normally keeps their Household Waste, Recyclables, Garden Waste and Food Waste Container(s) and return Container(s) to the same location.
- 4.21 This Contractor shall provide the Service with the utmost care and consideration for all residents who receive Assisted Collections.

Missed Collections

- 4.22 The Contractor shall record all missed collections or partial collections through the use of appropriate in-cab electronic technology and the reasons thereof and shall notify the Supervising Officer immediately in a specified electronic format detailing the reason for non-collection. ~~shall notify the Supervising Officer. The Contractor shall report incidences of missed collections to the Supervising Officer immediately and in accordance with the requirements detailed in the Conditions of Contract.~~
- 4.23 In the case of properties where access cannot be obtained because of locked gates where the Contractor does not have the key to unlock them, unfriendly animals or for other similar reasons, the Contractor shall arrange for an Advisory Note, supplied by the Contractor and approved by the Supervising Officer, to be left at, or delivered to, the property to advise the occupant of the reason for the non-collection of Waste. The Contractor shall notify the Supervising Officer immediately of the action taken and make arrangements to return and collect the Waste within twenty four (24) Hours.
- 4.24 If the occupier contacts the Supervising Officer regarding a missed collection and where the Supervising Officer is satisfied that the occupier has presented

Waste for collection in a timely manner and at the correct location the Contractor shall return to the property from where the collection was missed at no additional charge to the Supervising Officer. If the collection is reported as being missed by ~~4.213.00 noon-hours~~ on the day following the scheduled Day of collection, the Contractor shall return and collect the missed collection on the same Working Day. ~~If the collection is reported as being missed after 12.00 noon on the day of collection, the Contractor shall return to collect the missed collection before 12.00 noon the next Day~~ at no additional charge to the Supervising Officer including on Saturday in relation to a Friday missed collection and on a Monday in relation to a Saturday missed collection.

4.25 *Not used*

Advisory Notice

4.26 During implementation of the Services, the Contractor shall affix or place Advisory Notices as directed by this Specification. All Advisory Notices shall be designed and supplied by the Contractor at his cost, and agreed by the Supervising Officer at his absolute discretion. It is preferred that Advisory Notices shall be stickers or tags and these shall be used wherever possible, however the Council recognises that in some cases (e.g. recycling boxes) a leaflet/card will be a more appropriate method of communication and these shall be used.

Disposal Sites

- 4.27 The Contractor shall, unless instructed otherwise by the Supervising Officer, deliver Residual Waste and bulky Household Waste including white goods, fridges, freezers and WEEE; Food Waste; and Garden Waste to West London Waste Authority facilities. Without prejudice to the Conditions of Contract it is the Contractor's responsibility to determine the sites for Recyclables and Discharge Points for Clinical Waste.
- 4.28 The Contractor shall be deemed to have included within the Contract Sum adequate allowance for the Disposal Sites referred to in Clause 4.27. Other Disposal Sites may be introduced during the Contract Period but no additional payments shall be made for Disposal Sites located within the Contract Area.
- 4.29 Where, during the course of the Contract the Contractor is obliged to use a different Disposal Site and which incurs the Contractor in additional cost, the Supervising Officer shall on application by the Contractor, decide what the Supervising Officer considers is a reasonable sum to represent any increase in haulage costs. It should be noted that the reasonableness of the sum payable by the Supervising Officer to the Contractor shall be based only upon the costs incurred by the Contractor in transferring the Waste an increased distance beyond where it is currently being discharged. No additional payment shall be payable to the Contractor by the Supervising Officer for any of the specified Disposal Sites.
- 4.30 Where, during the course of implementing the Services the Contractor is obliged to use a different Disposal Site and which reduces the Contractor's

cost, the Council shall decide what it considers is a reasonable sum to represent any saving in haulage costs and shall deduct this from monies due to the Contractor under the Contract. No sums shall be deducted for any of the Disposal Sites currently used.

Contamination

- 4.31 The Contractor shall use all reasonable endeavours at the time of collection and prior to loading onto the vehicle to check that the contents of the Recyclable Containers (including Bulk Bin Containers, wheeled bins, and sacks), Garden Waste and Food Waste Containers (where appropriate) are not unacceptably contaminated.
- 4.32 Where the Contractor identifies that unacceptable contamination of Recyclables, Garden Waste or Food Waste has occurred (e.g. by including Residual Waste or any significant amounts of non-targeted Recyclables), the Contractor shall not collect the contaminated Container and return it to the Collection Point. In these circumstances, the Contractor shall affix an Advisory Notice supplied by the Contractor and approved by the Supervising Officer, to the Container advising the resident of the reason for non-collection. Each incident resulting in non-collection shall be recorded by the Contractor through the use of appropriate in-cab electronic technology and shall notify the Supervising Officer immediately in a specified electronic format detailing the reason for non-collection. The Contractor shall use all reasonable endeavours to record the property location/address where contamination of Dry Recyclables, Garden Waste or Food Waste has occurred and shall notify the Supervising Officer of the incident. Where contamination of a Bulk Bin Container is found, the Contractor shall contact the Supervising Officer immediately with details, including location, of the incident. The Contractor shall make arrangements to collect the contaminated bulk Dry Recyclables Container during the next Working Day and at no additional cost to the Supervising Officer.
- 4.33 Where the Supervising Officer determines that the Contractor has unreasonably rejected targeted Dry Recyclables, Garden Waste or Food Waste the Supervising Officer shall decide whether the Contractor shall collect the Household Waste by special arrangement (in which case the Contractor shall do so within one working day or such other period as the Supervising Officer may require or allow (and at no additional cost to the Supervising Officer), or whether other means shall be adopted for its collection. In any case no additional payment shall be made to the Contractor by the Supervising Officer.
- 4.34 For the avoidance of doubt, should Dry Recyclables in Bulk Bin Containers become contaminated by Residual Waste or other unacceptable materials because lids have been left unsecured by the Contractor, the Contractor shall be held responsible for any costs accruing to the Supervising Officer both for the loss of the Recyclables and the additional cost of disposal, including the cost of whole loads rejected. Each load will be visually inspected on the tipping bay floor prior to mixing with other collected recycling. If a delivery of

Recyclables, Garden and/or Food Waste is rejected at the Disposal Site due to gross contamination, the Contractor shall immediately separate the load from uncontaminated material and inform the Supervising Officer. The Contractor shall under no ~~circumstances~~ circumstances mix the contaminated load with other collected recyclables or sign the weighbridge ticket as rejected until the Supervising Officer's agreement has been given. Where it is possible and safe for the Contractor to remove the contamination the Contractor shall do so.

- 4.35 There shall be occasions where the Supervising Officer shall instruct the Contractor to collect contaminated Recyclables, Garden Waste and/or Food Waste and to dispose of the Waste as Residual Waste at no additional cost to the Supervising Officer.

Approved Procedures

- 4.36 The pulling out or advancing of any Waste from the Collection Point by the Contractor anywhere in advance of the collection vehicle shall only be allowed after 07.00 and one road in advance of the collection vehicle.
- 4.37 No methods of collection that would impair safe working arrangements or give rise to nuisance or damage to private property or inconvenience to residents shall be allowed.
- 4.38 The Contractor shall under no circumstances while implementing the Services make any charge to residents of the Contract Area for the collection of any Waste and/or Recyclables.

Container Management with Separate Delivery

- 4.39 The Contractor shall be responsible for the purchase (Open Book), stock management, storage and maintenance of a stock of Wheeled Bin Containers (up to 1280 litre), Wheeled Bin Containers (up to 360 litre) and Frames for communal recycling, approved by the Supervising Officer. These Containers shall be delivered to householders and non-domestic premises throughout the Contract Area in accordance with the Tender rates in response to a request from the Supervising Officer.

Container Management including Delivery (to be reviewed by 1st June 2017)

- 4.40 The Contractor shall also be responsible for the purchase (Open Book), stock management, storage, maintenance and delivery of a stock of Containers as described below. The quantities provided below are those from 2009/10 and are provided as an indication of the likely Service.

Container	Delivery	2009/10
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Green boxes (dry recyclables)	On request	11500 service requests
Food waste bins	On request	13500 service requests
Reusable garden waste sacks	On request	30000 service requests
Clear sacks for mixed recycling (in roll/pack of 15)	Quarterly scheduled delivery	9000 properties
Clear sacks for mixed recycling (in roll/pack of 15)	On request	1000 service requests
Biodegradable sacks (garden waste exception properties) in roll/pack of 10	On request	1000 service requests
Biodegradable sacks for food waste (schools) in box of 200	Once a term, scheduled delivery	64 schools
Biodegradable sacks for food waste (schools) in roll/pack of 10	On request	10 schools
Commercial pre-paid sacks (rolls of 20) and cardboard stickers (packs of 20)	On request	2431 deliveries (10,066 rolls of sacks, 1227 packs of cardboard stickers)

- 4.41 The Contractor is responsible for the purchase, supply, management and maintenance of all Containers (wheeled bin Containers including 120-litre, 140-litre, 240-litre, 360-litre, Bulk Bin Containers for Waste and Dry Recyclables and Containers for Neighbourhood Recycling Sites, boxes for Recyclables, Food Waste Bins and Approved Sacks), all as approved by the Supervising Officer. Reimbursement for the purchase of Containers shall be on an 'open book' basis: whereby the Contractor shall be required to obtain three quotations for the supply on the basis of specifications supplied by the Supervising Officer; and submit these to the Supervising Officer for approval. The Contractor shall then order the Containers; and the Contractor shall be reimbursed on the basis of the purchase price paid to the supplier on production of an invoice and receipt. Should the Supervising Officer not be satisfied with the quotations submitted by the Contractor, the Supervising Officer shall have the right to seek alternative quotations.
- 4.42 The Contractor shall provide a storage facility for all Containers, including those purchased by the Supervising Officer, and provide a stock control procedure in relation to these Containers. At the Commencement Date an Audit of the Containers held in stock shall be jointly made by the Supervising Officer and the Contractor, and at regular intervals thereafter: and the Contractor shall advise the Supervising Officer of any discrepancies and when stocks are such that re-ordering is necessary. The Contractor shall record details of bring bank Containers purchased and shall be reimbursed for these

costs on an 'open book' basis with the exception of those Containers damaged by the Contractor in the act of lifting or moving them.

- 4.43 Where the Contractor observes that wheeled bin or Bulk Bin Containers for Waste or Dry Recyclables are damaged, the Contractor shall report any damage including faulty lids, wheels, and locks to the Supervising Officer who shall arrange the exchange and/or repair to the Container.
- 4.44 In the event that the Contractor loses, damages or destroys a Container during the collection process, or carrying out any part of the specified Services, the Contractor shall notify the Supervising Officer immediately on the day the loss, damage or destruction took place. The Contractor shall replace any lost, damaged or destroyed Container within twenty four (24) Hours of the event taking place and shall notify the Supervising Officer when the replacement has been made. The Contractor shall be responsible for the cost of the replacement of all Containers damaged during the collection process and for the cost of any additional collections, should these be necessary, in between the original Container becoming unserviceable and its replacement being delivered.
- 4.45 The Contractor shall arrange for Residual Waste Containers and Food Waste Containers from non-household dwellings, communal Bulk Bin Containers and Containers at Neighbourhood Recycling Sites and Containers for Dry Recyclables from these premises to be cleaned once per year.

Spillages

- 4.46 The Contractor shall clean up and remove any spillage of Waste and/or Recyclables that arise from implementing the Services at any location, including the public highway, in and around bin storage areas, between the point of collection and the collection vehicle or from a collection vehicle whether or not the spillage was the fault of the Contractor. The Contractor shall leave all Operational Sites clean and where necessary thoroughly swept on the completion of implementing the Service.
- 4.47 Where any spillages are likely to cause staining of the highway or adjacent area this should be reported to the Supervising Officer immediately and the Contractor shall implement immediate remedial action to remove the spillage and/or staining.
- 4.48 Upon receipt of an instruction from the Supervising Officer, the Contractor shall be required to return to any location to sweep up, remove and dispose of any spillage within two (2) Hours of the instruction at any time between the hours of 07.00 and 17.00 all at no additional cost to the Supervising Officer.
- 4.49 All vehicles used by the Contractor for the Collection of Waste (and Recycling) Services shall be equipped with a suitable broom and shovel and any other equipment necessary to deal with the removal and/or collection of spillages.

Overweight Containers or Vehicles

- 4.50 Where a Container has been loaded by residents so that the weight creates a risk to Staff or the vehicles lifting mechanism then the Contractor shall leave the Container at the point of presentation. In these circumstances, the Contractor shall affix a Contrary Notice, supplied by Contractor and authorised by the Supervising Officer, to the Container advising the resident of the reason for non-collection. The Contractor shall use all reasonable endeavours to record the property location/address where overweight Containers have been presented and shall notify the Supervising Officer of the incident.
- 4.51 The Contractor shall not permit any vehicle to carry a weight above that prescribed for that vehicle and the Contractor shall be responsible for any resulting fines or prosecutions.

Inclement Weather

- 4.52 If, in the opinion of the Supervising Officer, the weather on any particular day or part of a day is so inclement as to make work impractical, or if requested by the Contractor, the Supervising Officer may agree to suspend all or part of the normal Waste Collection Services for that day or part of a day.
- 4.53 If the Supervising Officer or Disposal Site operator determines that any Disposal Site has to be temporarily closed on grounds of safety or other reason, the disposal of Household Waste or Commercial Waste may be transferred to a different location at very short notice. Notice of the impending closure of a Disposal Site shall be communicated to the Contractor by the Supervising Officer as soon as possible.
- 4.54 Following suspended operations due to inclement weather the Contractor shall make collections as soon as possible thereafter and within the same working week where practicable to all properties omitted from the collection rounds as a result of the suspended Services. No additional payment shall be made to the Contractor in respect of any additional expenses the Contractor may incur in complying with this requirement.

Totting

- 4.55 The Contractor shall ensure that none of the items collected under the terms of the Collection of Waste Services are 'siphoned off' through 'totting' or theft between their point of collection and disposal at the Disposal Site. Any failure by the Contractor to observe this requirement shall be treated by the Supervising Officer as a Default in accordance with the Conditions of Contract.

Ad Hoc Requirements

- 4.56 The Contractor may be required to perform additional services for the Supervising Officer as part of the Contract. The services are detailed in Clause 4.58.
- 4.57 Payment for the additional services shall be made to the Contractor in accordance with Daywork Rates.

4.58 The additional services that the Contractor may be required to perform shall include, but are not limited to, the following:

- a) Special Events - An additional Waste and recycling collection Service may be required to cater for special events in the Contract Area. The Contractor shall be required to deliver Containers prior to the event and afterwards to clear resulting Waste and Recyclables, as directed by the Supervising Officer. All Containers should be removed from sites within forty eight (48) Hours of the event finishing and the Recyclables delivered uncontaminated to suitable licensed facility.
- b) Delivery of leaflets – To deliver leaflets and notices about the Waste and recycling collection Services to addresses within the Contract Area including the affixing of stickers to wheeled-bin Containers. The Contractor shall provide the Supervising Officer with a schedule of the programmed delivery dates for each road where delivery is to take place before delivery commences. Leaflets shall be placed completely through the letter box of each property and the Contractor shall notify the Supervising Officer of each property where there was no access.
- c) Civil and Local Emergencies – To respond to requests from the Supervising Officer giving reasonable notice in the circumstances to provide labour and vehicles on a Daywork basis to deal with unforeseen civil and local emergencies at any time.

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SPECIFICATION-GROUNDS MAINTENANCE AND BURIALS SERVICES

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1.0 Statutory Obligations

- 1.1 Without prejudice to the Conditions of Contract:
- 1.1.a The Contractor's attention is drawn to the need to adequately protect the General Public during the execution of the Service in accordance with the Health and Safety at Work etc. Act 1974. The Contractor is again reminded that the Service is to be implemented within Operational Sites and Operational Buildings to which the public shall generally have access at all times. The Contractor shall be deemed to have taken this factor fully into account both when pricing his Tender rates in respect of the Service and the implementation of the Service thereafter.
- 1.1.b The Contractor shall ensure that all health and safety measures required under or by virtue of the provisions of the following or other relevant enactments or regulations are strictly complied with and shall be deemed to have allowed in his Tender rates for so doing.
- 1.1.b.i Health and Safety at Work etc. Act 1974
- 1.1.b.ii Factories Act 1961
- 1.1.b.iii Offices, Shops and Railway Premises Act 1963
- 1.1.b.iv Control of Pollution Act 1974
- 1.1.b.v Food and Environment Protection Act 1974
- 1.1.b.vi Environmental Protection Act 1990
- 1.1.b.vii New Roads and Street Works Act 1991
- 1.1.c Together with the appropriate Statutory Instruments. The Contractors attention is particularly drawn to the following.
- 1.1.c.i The Construction (General Provisions) Regulations 1961
- 1.1.c.ii The Construction (Lifting Operations) Regulations 1961
- 1.1.c.iii The Construction (Working Places) Regulations 1966
- 1.1.c.iv The Construction (Health and Welfare) Regulations 1966
- 1.1.c.v The Control of Pesticides Regulations 1986
- 1.1.c.vi The Poisonous Substances in Agriculture Regulations 1984
- 1.1.c.vii The Health and Safety (First Aid) Regulations 1981
- 1.1.c.viii Agriculture (Field Machinery) Regulations 1980
- 1.1.c.ix Electricity at Work Regulations 1989
- 1.1.c.x Wildlife and Countryside Act 1981, as amended
- 1.1.d The Contractor is advised to refer to the guidance notes produced by the Health and Safety Executive and which refer to various aspects of the imple-

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mentation of the Service and shall be expected to adopt recommendations in respect of safe working practices Operational therein. The Contractor shall be deemed to have included in his Tender rates for so doing.

- 1.1.e The Contractor shall be deemed to have made due allowance in his Tender rates in respect of the following:
 - 1.1.e.i Complying with the Contractor's own Safety Policy.
 - 1.1.e.ii The provision of safety equipment and clothing in accordance with the approved Methods, Materials, Machinery, Vehicles and Mechanical Plant see Clause16.0
- 1.1.f The Supervising Officer shall be empowered to instruct the Contractor to suspend operations on any Site within the Contract Area if in the opinion of the Supervising Officer, the Contractor is failing to comply with any of the safety requirements Operational above. The cost of any suspension of the Service in accordance with this Clause together with the cost of provisions to enable the Contractor to comply with the safety requirements shall be borne wholly by the Contractor.

2.0 Privately and Publicly Owned Services or Supplies

- 2.1 If any privately owned service or supply for water, electricity, gas, drainage, cabling, etc, is affected by the Service, then the Contractor shall locate it and provide a satisfactory alternative before cutting the existing service or supply.
- 2.2 The position of Statutory Undertakers, Publicly owned and Privately owned services shall be verified by the Contractor. The Contractor shall be deemed to have satisfied himself in respect of the exact position of all known services and supplies and of all associated apparatus and its likely effect on the Service and operations and to have priced his Tender accordingly.
- 2.3 The Contractor shall, during the implementation of the Service, take all measures required by any Statutory Undertaker, the Management of other Publicly owned service, or owners of privately owned services for the support and full protection of all known services and supplies during the progress of the Service and shall ensure that no such services or supplies are interrupted without the written consent of the appropriate authority or owner.
- 2.4 The Contractor is informed that the existing sewers may not be in good condition and he shall take all necessary steps to prevent damage thereto. Any damage caused to pipes, sewers and other apparatus shall be made good at the Contractor's expense and to the Undertaker's/Public Authorities' requirements.
- 2.5 The Contractor shall prevent any substance falling into and refrain from depositing materials into existing sewers, culverts and watercourses, streams etc, and if in consequence directly or indirectly of the execution of the Service any substance shall by accident or otherwise fall therein, the Contractor shall forthwith

remove same and make good at his own expense all damage caused to the satisfaction of the Supervising Officer.

- 2.6 The Contractor shall, during the period of the Contract, notify the Supervising Officer of the following: -
 - 2.6.a All damage to public utilities or supplies arising as a result of the implementation of the Service. The Supervising Officer shall be advised immediately of the damage becoming apparent.
 - 2.6.b All requirements for alternative provision or services or supplies. The Supervising Officer shall be notified not less than 7 days prior to cutting the existing supply.
- 2.7 Any damage caused to any apparatus shall be immediately reported verbally and confirmed in writing to the appropriate Statutory Undertakers. Repairs or alterations to Public Utilities Apparatus affected by the Service shall be carried out by the Undertakers concerned and repairs shall be made good at the Contractor's own expense.

3.0 Traffic and pedestrian safety and management

Introduction

- 3.1 All contractors working on the public highway and on behalf of the Council should ensure that they are fully compliant with the relevant legislation and associated codes of practices that may be amended from time to time.
 - 3.1.a Health and Safety at Work etc. Act 1974
 - 3.1.b Highways Act 1980
 - 3.1.c The Road Traffic Regulation Act 1984 as amended by Road Traffic (Temporary Restrictions) Act 1991
 - 3.1.d New Roads and Street Works Act 1991 (NRSWA 1991) Section 65 and associated Code of Practice "Safety at Street works" (red book)
 - 3.1.e The Traffic Signs Regulations and General Directions 2002
 - 3.1.f Traffic Management Act 2004 (TMA) Part 2 Network Management Duty, where relevant, Part 3 Permit Scheme for registering works with the Council and Part 5 Strategic Road Network for London
 - 3.1.g Disability Act 2006 and any other relevant legislation

Safety at Service Sites

- 3.2 The Contractor shall ensure that both the Contractor and/or his Sub-contractors understand that everyone on Site has a personal responsibility to behave safely and to their best of their ability. Under the Health and Safety at Work etc Act 1974 they have a duty to protect their employees from dangers to their health

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and safety and to protect others who might be affected by the work activity (e.g. passing pedestrians and vehicles)

- 3.3 This is reinforced by Section 65 of the NRSWA 1991 and associated Code of Practice “Safety at Street works”. This code is applicable to the make-up of the Council’s road network as opposed to Chapter 8 of the Traffic Signs Manual which relates to motorways and dual carriageways with hard shoulders. The Safety and Street Works code lays down the management of Sites with regard to signing, lighting and guarding which allow work to be carried out in a safe manner.

Managing Sites to minimise congestion and disruption of the highway

- 3.4 The Traffic Management Act (TMA) was enacted in July 2004 its objective to provide improved conditions for all road users including pedestrians and cyclists through proactive management of the road network.
- 3.5 Section 18 of Part 2 sets out the Network Management Duty which is incumbent on all local authorities to secure the more efficient use of the road network to manage disruption caused by street works on their own network and the network of others.
- 3.6 The duty is not just limited to traffic related departments but applies to the Council as a whole. Furthermore under Section 20 Part 2 of the Act provides for powers of the Secretary to State to intervene in those local authorities who are found to be failing their duty.
- 3.7 Part 3 of the TMA the Permit Scheme and related code of practice makes it compulsory to register works on the highway. Appendix 12 sets out the criteria for registering works. If the Contractor is unsure as to whether the Services require registration the Contractor shall contact the Supervising Officer.
- 3.8 The contact telephone numbers are 020 8825 6393; 020 8825 8424; 020 8825 9859
- 3.9 Part 5 of TMA gave powers to designate a Strategic Road Network for London (SRN) in response to Mayor of London’s strategy of Keep London Moving. The Uxbridge Road and Mandeville Road form part of the SRN and any disruption of these roads by street works should be advised to Transport for London’s Network Assurance Team.
- 3.10 In addition certain roads in the Contract Area have been designated traffic sensitive. A list of these roads is shown in Appendix 13.

4.0 Protection from nuisance due to the Service

- 4.1 Without prejudice to the Conditions of Contract, existing roads, footpaths, accesses to adjacent houses, buildings, etc, and any parkland, roads, drains, ditches and grips whether part of the Operational Site or not and which are being used by any vehicles or items of plant of the Contractor or his Sub-Contractors

or Suppliers in connection with the Service, shall be kept clean and free from dirt, mud and material dropped from vehicles or tyres and tracks; this shall include sweeping roads to keep them in a clean and tidy state.

- 4.2 The Contractor shall take all reasonable precautions to prevent unauthorised and unnecessary trespass on adjoining property by staff (Clause 11.0 refers) or materials and to prevent nuisance from water, smoke, dust, fumes, rubbish, chemicals or other extraneous matter.
- 4.3 The Contractor shall be deemed to have made due allowance in his Tender rates in respect of avoiding disturbance to users of facilities, in particular sports pitches, by implementing grass cutting, marking or other work.
- 4.4 Noise Control:
- 4.5 Without prejudice to the Conditions of Contract the following requirements shall apply:
 - 4.5.a The Contractor shall during the implementation of the Contract comply with the recommendations set out in BS 5228: 2009 Noise Control on Construction and Open Sites.
 - 4.5.b The Supervising Officer shall be empowered to instruct the Contractor to remove from a Operational Site and/or Operational Building associated with the implementation of the Service any item of plant or equipment which in the opinion of the Supervising Officer cannot be normally operated without an excessive or unreasonable emission of noise. The cost of the removal and replacement of such equipment shall be borne wholly by the Contractor.
 - 4.5.c The Contractor shall take all necessary precautions to ensure that noise from any item of plant which it is necessary to operate outside normal working hours shall be reduced to an absolute minimum in order to prevent any nuisance to adjacent occupiers.
 - 4.5.d The Contractor is reminded that the Employer is responsible for noise control and may occasionally carry out checks on the levels of noise emission by machinery or plant. The Contractor shall comply with the recommendations of the Employer arising from such checks.

5.0 Working hours

- 5.1 The Normal working hours for the implementation of the grounds maintenance and associated Service herein after referred to as the Service shall be 07.30 to 17.30 Monday to Sunday inclusive, except for the activity of locking and unlocking of parks.
- 5.2 With the exception of the activity of locking and unlocking of parks, the Service shall only be implemented by the Contractor outside Normal working hours with the prior approval of the Supervising Officer.

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- 5.3 The Contractors implementation of the Service on English Public Holidays shall only be implemented when prior approved by the Supervising Officer.
- 5.4 The use of machinery by the Contractor close to residential areas shall not permitted before 07.30 or after 17.30. The only exception to this shall be the Contractors implementation of the Service in order to deal with Service emergencies, and/or such other Service required and authorised by the Supervising Officer.
- 5.5 The hours of operation for the Contractors implementation of the Service at the Council's Residential Properties shall be 08:30 to 17:30 and the Contractor can only implement the Service between these hours Monday to Saturday inclusive.

6.0 Water for the Service

- 6.1 On all Operational Sites throughout the Contract Area, the Contractor shall, if he considers it necessary, and subject to prior written approval from the Supervising Officer, make his own application for licences to the relevant water authority for the supply, connection or provision of water as this is required for the satisfactory implementation of the Service, and the Contractor shall be responsible for the payment of water charges to the relevant water authority in accordance with the terms of the licence. The Contractor shall be deemed to have included in his Tender rates for any such requirement for the supply of water or connection during the period of the Contract and the water supply or connection shall, provided that it is installed to the satisfaction of the Supervising Officer, become and remain the property of the Council.
- 6.2 Unless instructed otherwise by the Supervising Officer, the Contractor shall be responsible for all charges and costs in connection with the supply and use of water that may be required for the purposes of implementing the Service and for the water consumed.

7.0 Electricity for the Service

- 7.1 Unless advised otherwise by the Supervising Officer the Contractor shall be responsible for all charges and costs in connection with the supply and use of electricity which may be required for the purpose of implementing the Service and for the electricity consumed.
- 7.2 Without relieving the Contractor of any general or specific obligation to comply with, or to ensure that the Service conforms with any statute, byelaw, regulation, rule or the like, the Contractor shall in all circumstances comply with the Electricity at Work Regulations 1989 and any guidance or code issued by the Health and Safety Executive in connection therewith. This obligation shall extend to any modification or amendment of any such Act, Regulation, Code or Guidance.

8.0 Storage - Special Provisions

Petroleum Spirit

- 8.0.a Petroleum Spirit within the meaning of the Petroleum (Consolidation) Act 1928, shall not be stored on any Operational Site throughout the Contract Area until the approval of the Supervising Officer and the necessary licences under the Act have been obtained. The approval shall be subject to such conditions as may be required by the Supervising Officer or imposed by the said licence.

Diesel

- 8.0.b Diesel shall not be stored on any Operational Site throughout the Contract Area until the approval of the Supervising Officer and the necessary licences under current legislation have been obtained.

Chemicals

- 8.0.c Chemicals shall be stored and disposed of in accordance with the manufacturer's instructions, or as agreed with the Supervising Officer.
- 8.0.d The Contractor shall take great care to avoid spillage of diesel, petrol and chemicals. However in the event of any ground becoming contaminated, that area shall be excavated and all contaminated material removed from Site. The Contractor shall be responsible for implementing all necessary reinstatement work in accordance with Clause 14.0.

9.0 Fires

- 9.1 The disposal of cuttings, prunings, wood (brushwood, cordwood or timber), Litter or other combustible debris by burning shall not generally be permitted.
- 9.2 In exceptional circumstances and subject to the prior written approval of the Supervising Officer, burning may be permitted. The Contractor shall be liable in respect of all risks arising from any fire and shall ensure that the public, neighbouring property and nearby vegetation including shrubs and trees are safeguarded and that no nuisance is caused. No materials shall be burnt which are likely to cause excessive smoke or toxic fumes.
- 9.3 The Contractor shall not leave any fire burning unattended and fires shall not be lit within 15 metres of a public highway. Under no circumstances shall smoke drift across a public highway in a manner likely to cause a hazard.

10.0 Disposal of Water In Excavations

- 10.1 The Contractor shall keep the whole of excavations free from water arising from rain, drains, springs or any other cause by pumping, bailing, draining or otherwise as instructed by the Supervising Officer.

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- 10.2 The Contractor shall keep excavated graves free from water in accordance with Clause 72.70.

11.0 Site Boundaries

- 11.1 The Site boundaries are indicated on the Location Plans. The Contractor shall generally confine his operations within these boundaries.

12.0 Restriction of the Use of Plant

- 12.1 The Contractor may find it impossible to use machinery, vehicles or mechanical plant for particular operations due to limitations imposed by restricted areas, and/or the presence of services. The Contractor shall be deemed to have satisfied himself as to the particular requirements in this respect of any part of the Service and included for it when entering Tender rates against the particular items in the Pricing Schedules. No claim for extra payment based on inability to use plant in such circumstances shall be accepted.

Difficult Access

- 12.2 The Contractor shall not use unreasonable methods such as breaking padlocks off gates in order to gain access to a Site on which he is required to work. The Contractor shall contact the Supervising Officer in the event that he is unable or has difficulty gaining access to a Operational Site and no claim arising therefrom shall be accepted.

Access to Adjoining Land

- 12.3 If any of the work necessitates entry onto any adjoining land, the Contractor shall make all necessary arrangements for access. The Contractor shall ensure that he is appropriately and adequately insured in respect of working on adjoining land. The Contractor shall not leave any arisings including: wood, materials or equipment on adjoining land without permission from the landowner to do so. Any damage to adjoining property shall be properly repaired in agreement with the landowner.

Other Contractors and Works

- 12.4 The Contractor shall ensure that such other Contractors, where these have the authority of the Supervising Officer, Statutory Undertakers and Public Authorities have unrestricted access to the Operational Sites throughout the Contract Area at all times, and he shall be deemed to have made allowance in his Tender rates for possible disruption of his programme and no claim arising therefrom shall be accepted.
- 12.5 The Contractor is reminded that the Service is to be implemented within Operational Sites to which the public shall generally have access at all times. The Contractor shall maintain reasonable means of access to the public and for vehicles

during the execution of the Service and in a manner that shall cause the minimum of inconvenience. Where for reasons of safety the Contractor considers it advisable for members of the public to be excluded from the immediate area of the implementation of the Service then subject to the agreement of the Supervising Officer the Contractor shall at his own expense so arrange for the temporary exclusion of the public in accordance with the Specification.

13.0 Protection of Existing Structures. Surfaces and Vegetation

- 13.1 The Contractor shall take all reasonable precautions during the implementation of the Service to prevent:
 - 13.1.a damage to adjoining property;
 - 13.1.b damage to existing buildings, walls and structures (including memorials as defined in Clause 72.2.b where implementation of the Contract shall involve work close thereto;
 - 13.1.c damage to trees, tree boxes, and their stakes where applicable, shrubs, herbaceous and bedding plants and bulbs growing in the Operational Sites within the Contract Area;
 - 13.1.d damage to adjoining grassland;
 - 13.1.e damage to football, rugby posts; and
 - 13.1.f damage to landscape furniture.
- 13.2 The provisions of this Clause shall include damage or injury arising from spray drift or leakage or spillage or over application of chemicals.
- 13.3 The Contractor shall not remove any trees or shrubs without the prior written consent of the Supervising Officer.
- 13.4 The Contractor shall restrict encroachment by vehicles and mechanical plant onto grass and other areas to those occasions when it is absolutely necessary for the effective performance of the Contract. The Contractor shall be deemed to have included in his Tender rates for protecting existing kerbs, edges and grass verges at points of access throughout the Contract period.
- 13.5 The Contractor shall ensure that when machines are refuelled or are being repaired on Site such work is implemented whilst the machine is standing on an area that shall not be damaged or contaminated due to the spillage of fuel or lubricants.

14.0 Damage Arising

- 14.1 The Contractor shall be held liable for:
 - 14.1.a all damage to land, roads, property and structures, trees, shrubs or planted and grassed areas or injury to animals arising as a result of the implementation of the Service.

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- 14.1.b all claims in respect of damage occurring during the implementation of the Service or for compensation arising from his actions or omissions.
- 14.1.c all repairs and reinstatement shall be implemented at the Contractor's expense and to the satisfaction of the Supervising Officer.
- 14.2 In respect of any claims for damage or injury, the Contractor shall make contact with the complainant within 24 hours (or as soon as possible thereafter if the complainant is unavailable) of receiving the complaint either from the complainant himself or via the Supervising Officer and either settle the claim or explain to the complainant the procedures for submitting a claim to his company or firm. The foregoing shall be without prejudice to the Conditions of Contract.
- 14.3 The Contractor shall be solely responsible for investigating the claim and shall inform the Supervising Officer of developments in respect of the claim irrespective of whether the claim is ultimately accepted or rejected by him. In particular the Contractor shall inform the Supervising Officer of the date of settlement or rejection of a claim.
- 14.4 Failure to comply with the requirements of this Clause may lead to the Supervising Officer serving a notice on the Contractor to the effect that remedial work in relation to any damage caused to a third party's property shall be carried out seven days after the serving of such a notice by other persons employed by the Employer at the expense of the Contractor and the Employer may deduct the same from any monies due to the Contractor. The Contractor shall be allowed to appeal in writing against this decision during the seven days notice and this appeal shall give full details and particulars as to why he has not complied with this Clause. If the Supervising Officer is satisfied with the reasons given and the Contractor gives the assurance that the claim shall subsequently be dealt with as expeditiously as possible then the notice of intention to carry out the work on his behalf shall be temporarily withdrawn. The notice shall be permanently withdrawn when the Contractor produces evidence that the claim has either been finally settled or rejected.

15.0 Setting Out

- 15.1 The Contractor shall be responsible for the correct setting out of sports pitches and other line markings, bedding, bulbs and new planting in accordance with details provided by the Supervising Officer. The Supervising Officer shall occasionally check the setting out and in the event that the setting out does not comply with the details provided the Contractor shall implement the necessary corrections at no additional expense to the Council.
- 15.2 The Contractor shall be responsible for the correct orientation, shape and dimensions of graves in accordance with Clause 72.36.

16.0 Methods, Materials, Machinery, Vehicles and Mechanical Plant

- 16.1 The Contractor shall for the purpose of the discharge of this Contract, use only those methods, materials, machinery, vehicles and mechanical plant, details of which shall have been approved by the Supervising Officer prior to the commencement of the Contract or such other alternative methods, materials, machinery or mechanical plant that may be approved in writing by the Supervising Officer.
- 16.2 Save as expressly stated elsewhere in this Contract the Contractor shall be entirely responsible for the provision of all materials, tools, machinery, mechanical plant and transport requisite to the efficient and safe execution to the Service. All such equipment shall be safe, reasonably quiet in operation, efficiently suppressed against radio and television interference, and shall be approved by the Supervising Officer. It shall also be a type appropriate for the work concerned, be in a well-maintained condition and in good working order and, where required, carry any necessary safety stamps or certification.
- 16.3 The Contractor shall, following commencement of any maintenance operation, proceed with that operation with due expedition and shall complete the work promptly and to the satisfaction of the Supervising Officer.

17.0 Machinery, Vehicles and Mechanical Plant

- 17.1 The Contractor shall submit to the Supervising Officer a list of all makes and models of machinery, vehicles and mechanical plant he proposes to utilise for the execution of the Service. The Contractor shall at the same time supply to the Supervising Officer two copies in English of the manufacturers' technical details in respect of all machinery and mechanical plant listed.
- 17.2 When required by the Supervising Officer the Contractor shall submit to the Supervising Officer such information furnished by the manufacturers as may be reasonably required by the Supervising Officer in order to ensure machinery complies with the requirements of the Specification.

Alternative Specified Machinery and Mechanical Plant

- 17.3 Where alternative specified machinery and mechanical plant are permitted, the Contractor shall inform the Supervising Officer of his choice and submit technical details to him at least 4 weeks before the machinery or mechanical plant is to be used. The machinery and mechanical plant shall not then be changed without the Supervising Officer's written approval.

18.0 Security

Keys

- 18.1 The Contractor shall be required to hold keys in respect of certain Operational Sites.

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- 18.2 Where the Service is implemented within Sites at times when the Sites are normally secured (Appendix 7 refers), the Contractor shall ensure that the Sites remain secure in accordance with the normal provisions both during and on completion of the Service.
- 18.3 The Contractor shall be provided with a single set of keys which shall give him access to all Operational Sites throughout the Contract Area. Duplicates shall be provided at the Contractor's expense.
- 18.4 The Contractor shall be responsible for the safekeeping of any keys and padlocks provided by the Supervising Officer and shall only permit such keys and padlocks to be given to those members of the Contractor's staff whose names and addresses have been supplied to the Supervising Officer and then only to the extent strictly required for the purposes of implementing the Service. The Contractor shall ensure that the Supervising Officer is informed immediately of the loss of any such keys or padlocks and the Contractor shall, at his own cost, replace any such lost keys or padlocks if so required by the Supervising Officer. The Contractor shall also bear the cost of any changes of padlocks and issue of new keys that may be required as a result of the Contractor's loss of keys.
- 18.5 The issue of keys referred to herein shall be at the sole discretion of the Supervising Officer, and where so issued shall be returned to the said officer upon demand.

Fencing

- 18.6 Where it is necessary, subject to the written agreement of the Supervising Officer, for the Contractor to remove fencing in order to gain access to implement the Service, the Contractor shall make all necessary provisions in order to maintain the security of the Site and, on completion of the Service, shall replace the fence securely and in the manner in which it was secured prior to removal.

19.0 Vehicles**Speed Limits**

- 19.1 The Contractor shall ensure that his vehicles do not on any occasion whilst they are operating within an Operational Site exceed the speed limit specified by the Supervising Officer. Unless otherwise advised the speed limit shall be 5 mph.

Weight Limits

- 19.2 The Contractor is advised that weight limits are designated for specified bridges and crossing points on paths within the Operational Sites. The Contractor shall ensure that the weight limits are not exceeded.
- 19.3 The Contractor shall ensure that the weight limits on manhole covers within the Operational Sites are not exceeded.

Height Restrictions

- 19.4 The Contractor shall ensure that he takes full account of height restrictions arising either as a result of existing overhead services or structures or overhanging branches. The Contractor shall be deemed to have taken this factor fully into account both when pricing his Tender rates in respect of the Service and the implementation of the Service thereafter. The Contractor shall not be permitted to remove overhanging branches except in exceptional circumstances and subject to the prior written approval of the Supervising Officer.

General Requirements

- 19.5 The Contractor shall ensure that all vehicles used in the execution of this contract are fully insured, taxed and conform in all respects to current legislation. Further the Contractor shall ensure that all vehicles are fitted with audible reversing beepers of a type first approved by the Supervising Officer.

Private vehicles

- 19.6 No guarantee shall be given for parking space for Contractor's vehicles. The Contractor shall be responsible for additional costs that may arise through the need to find alternative parking space. The Contractor shall restrict access by his and his staff's private vehicles to those locations within the Operational Sites normally accessible by vehicles used by the general public or to enable access to premises within the Operational Sites utilised by the Contractor.

20.0 Notification

- 20.1 The Contractor shall make all necessary arrangements to ensure the immediate notification to the Supervising Officer of incidents involving health and safety, dangerous situations, Site security and potential hazards occurring within the Operational Sites during the Contract Period.
- 20.2 The Contractor shall make all necessary arrangements to ensure compliance with the specific requirements in respect of notification Operational within the Specification.

21.0 Points of Doubt or Difficulty

- 21.1 If the Contractor encounters any points of doubt or difficulty during the course of the Service especially with regard to damage or points not covered by the Contract, the Contractor shall clarify the matter with the Supervising Officer before proceeding with the Service.

22.0 Emergency Call Outs

- 22.1 In addition to Clause 64.12 the Contractor shall provide an emergency call out service. The Contractor shall be available for emergency call out throughout the contract area twenty four (24) hours per day for the duration of the Contract. If so

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instructed by the Supervising Officer the Contractor shall carry out the minimum work necessary to ensure the safety of Operational Sites and adjoining land users. Any debris/arising remaining on Site shall be safely cordoned off with bunting. The clearance of the Operational Site, repairs and replacements shall take place during normal working hours unless prior approved by the Supervising Officer.

- 22.2 The Contractor shall respond on Site within either one (1) hour or three (3) hours of verbal notification as instructed by the Supervising Officer. Payment shall be made in accordance with the Daywork Rates.
- 22.3 A report of each emergency call out shall be made in writing by the Contractor and provided to the Supervising Officer as soon as possible after the emergency call out and no later than forty eight (48) hours after notification.

23.0 Arisings**General Requirements**

- 23.1 The Programme of work submitted in accordance with the Conditions of Contract shall include details of the Contractor's proposals for the collection and disposal of arisings, and these proposals shall take full account of the requirements of this section and ensure compliance with the Control of Pollution Act 1974, the Environmental Protection Act 1990, and all other appropriate Legislation. This obligation shall extend to any modification or amendment of any such Act, EC Directive, Regulation, Code, or Guidance.
- 23.2 The Contractor shall be a Registered Carrier of Waste as stipulated in the Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991 and shall at his own expense dispose of all arisings resulting from the execution of the Contract to appropriately specified off-Site tips and/or Transfer Stations.

Definition

- 23.3 Arisings shall include grass cuttings, leaves, plants, clippings, prunings, thinnings, weeds, roots, stones, paper, plastic, glass, tin cans, Litter, faeces, general rubbish and any extraneous or deleterious organic or inorganic material. The Contractor shall be required to make every effort to reuse wood chippings arising at the time of pruning on to shrub beds, hedge bases, and tree bases (e.g. the direct use of wood chippings produced in the parks either as a plant mulch or as surfacing for paths) or recycle green waste arisings from his operations on this Contract. The Contractor shall comply with the provisions of Section 34 of the Environmental Protection Act 1990 [Duty of Care] and shall have a working knowledge of the HMSO publication 'Waste Management: The duty of care - A code of practice'.

- 23.4 Unless instructed otherwise by the Supervising Officer arisings shall not include grass cuttings produced in accordance with Clauses 27.0, 28.0 and bark mulch produced in accordance with Clause 64.7.a and leaf litter produced in accordance with Clause 64.7.b. The Contractor shall be familiar with the provisions of the Control of Pollution [Special Waste] regulations and shall provide an Operational schedule for the safe disposal of Clinical Waste to the Supervising Office for his approval.
- 23.5 The Contractor shall remove all arisings which originate as a result of the implementation of the Service, together with Litter from the vicinity in accordance with Clause 64.4.a, and shall be deemed to have made due allowance in his Tender rates for so doing. The Council is committed to the recycling of Waste and waste minimization. The Contractor shall be required to become familiar with Section 55 of the Environmental Protection Act 1990 and the provisions of Schedule 6 of the Collection and Disposal of Waste Regulations 1988 in order to investigate where recycling initiatives may be implemented throughout the Grounds maintenance, Burials and Associated Services subject to the Supervising Officer's approval.
- 23.6 Unless instructed otherwise by the Supervising Officer or specifically directed otherwise by relevant Clauses elsewhere in the Specification the Contractor shall ensure that all arisings shall be collected and disposed of on the day that the arisings originate, leaving Sites clean and tidy. Disposal shall be in accordance with the approved Programme and shall be implemented in one of the following ways:
- 23.6.a Disposal directly to the Contractor's own off-Site tip; and
- 23.6.b Disposal to an approved temporary tip on a Site within the Contract Area (temporary on-Site tip). Unless instructed otherwise by the Supervising Officer, then the Contractor shall at not more than seven day intervals collect and dispose of to his off-Site tip all arisings deposited at temporary on-Site tips.
- 23.7 The Contractor shall ensure that approved temporary on-Site tips do not constitute a hazard or detract from the visual amenity of the areas in which they are located and are utilised in accordance with Clauses 1.1, 4.0 and 9.0. The Contractor shall further ensure that arisings shall be contained by the use of suitable receptacles or other means, whichever method having been approved by the Supervising Officer.
- 23.8 The Contractor shall be deemed to have made due allowance in his Tender rates in respect of the removal of arisings from locations, within the Operational Sites, which are not accessible by vehicles.

Section A - General**24.0 Green Waste, Compost and Mulch**

- 24.1 The Council is committed to the provision of a Grounds Maintenance, Burials and Associated Service that adopts good practice in terms of environmental sustainability. The Contractor shall be required to make every effort to reuse (e.g. the direct use of wood chippings produced in the parks either as a plant mulch or as surfacing for paths) or recycle green waste arisings from his operations under this Contract.
- 24.2 The Contractor shall, wherever possible, segregate green waste that cannot be reused directly in the Operational Sites from non-green waste to facilitate the recycling of all remaining green compostable material.
- 24.3 The Contractor shall provide to the Supervising Officer prior to the Commencement Date details of his recycling and/or reclamation initiatives which shall comply with all the requirements of the foregoing Clauses on Waste disposal, green waste recycling and compost/mulch provision. Such details, or any amendments thereto, shall be approved by the Supervising Officer in his absolute discretion prior to the commencement of the provision of the Service under this Contract, or prior to any work undertaken pursuant to the Contractor's recycling and/or reclamation initiatives as appropriate.
- 24.4 The Contractor shall, upon receipt of instructions by the Supervising Officer, submit details of any changes or modifications to his recycling and/or reclamation initiatives that may be required by the Supervising Officer

Section B - Grass Cutting

25.0 General Requirements

- 25.1 The Contractor shall implement regular grass cutting of all Operational Site grassed areas throughout the Contract Area in accordance with the requirements of this specification and/or such other instructions as the Supervising Officer may issue to the Contractor. The total number of cuts and the height of cut shall be such that at no time shall the height of grass exceed the limits specified.
- 25.2 The Contractor shall inspect all grass areas prior to each cut, and shall remove Litter, stones, glass, and other debris which would prevent the satisfactory cutting of the grass or which are likely to cause injury or damage if thrown or fragmented by the cutting machine. The Contractor should note that the cutting of Litter and debris as part of any grass cutting operation is totally unacceptable, and any such failure shall be remedied by the Contractor immediately.
- 25.3 All the Contractor's employees operating grass cutting machinery shall be satisfactorily skilled, and the Supervising Officer shall require the Contractor to provide adequate proof that the Contractor's employees are skilled, conversant with Health and Safety legislation and competent in their operating methods. The Contractor shall provide his employees with all necessary safety equipment and shall ensure that all his employees use it when engaged on work on this Contract.
- 25.4 All machines shall be properly guarded according to the manufacturer's approved recommendations and maintained so as to present no danger to the operator or any person in the vicinity of operations. The Contractor shall have due regard for the health and safety of all facility users, i.e. members of the public and animals whilst carrying out grass cutting.
- 25.5 The Contractor shall ensure that his vehicles do not on any occasion cause damage to trees whilst they are operating within a Operational Site and in particular shall use only those methods and machinery that do not cause damage to tree bases or their canopy.
- 25.6 Grass cutting shall be undertaken in such a manner to ensure that the full extent of the detailed grass areas are cut cleanly and evenly, and without damaging the existing surface or adjacent features, to a standard which is to the entire satisfaction of the Supervising Officer. Cutting shall be implemented using approved machines appropriate in size, shape, and method of cutting for the type of work involved and the Contractor shall, at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, in order to produce a true and even cut without ribbing or scalping. The height of cut shall be adjusted so that at no time does scalping take place. Any damage from such lack of maintenance or adjustment shall be made good by the Contractor at his own expense.

Section B - Grass Cutting

- 25.7 Unless otherwise instructed, grass cutting shall take place over the whole Site including cutting and/or strimming around immovable obstacles, trees, whips, shrubs etc. growing in grass areas, and up to beds, hard or semi-loose surfaces, hedges, walls, fences and gullies where overhang shall be cut evenly and cleanly to the soil edge. Grass shall be cut on both sides of a fence and hedge line where grass is growing through them emanates from Operational Sites maintained under this Contract. Care shall be taken not to damage plants, properties or surfaces whilst carrying out this operation.
- 25.8 For the purpose of this Contract all soft vegetative growth (e.g. weeds within the grass area) shall be deemed to be part of the grass or sward covering the total square metreage of the detailed grass areas throughout the Contract Area.
- 25.9 Grass cutting shall be carried out as close as possible to fixed obstructions and shall overlap weed killed margins to cut any growth therein. Movable obstructions shall be removed to facilitate cutting, and replaced before the Contractor leaves the Site.
- 25.10 The Contractor shall be responsible for and have the right to ask members of the public lying or sitting on the grass to move to allow grass cutting to continue as specified. The Supervising Officer shall not accept claims arising in the event that members of the public fail to move in order to enable the Contractor to cut areas of grass. Where a member of the public refuses to move the Contractor shall return immediately the person has gone in order to cut the area of the grass missed and this shall be on the same day as the grass cutting of the main area.
- 25.11 The Contractor should note that some Sites have restricted access, and some require contact with a key holder to gain access. The Contractor is advised that grass cutting may also not be allowed during exam and play time in schools.
- 25.12 Where the Contractor arrives on a Operational Site to implement grass cutting but is unable to gain access, for whatever reason, the Contractor shall notify the Supervising Officer immediately.
- 25.13 The Contractor is responsible for the security of Sites where gates or barriers are present. The Contractor shall secure gates or barriers while cutting takes place. Where re-locking is impossible or gates or barriers are found unlocked, the Contractor shall notify the Supervising Officer as soon as possible.
- 25.14 The Contractor shall follow and keep to an approved system of grass cutting to ensure that all routine grass areas are cut on a rota basis and the Contractor's grass cutting rota shall require the prior approval of the Supervising Officer. The Contractor shall complete one area of grass cutting before moving to the next, and shall be required to recut any area deemed by the Supervising Officer to be unsatisfactorily cut at his own expense. On areas where more than one type of machine shall be used, the whole area shall be cut and/or strimmed at the same time.

Section B - Grass Cutting

- 25.15 On up to four occasions annually, if climatic conditions are inimical to grass growth, the Supervising Officer may instruct the Contractor to temporarily raise the minimum cut height on specified grass areas and the Contractor shall be deemed to have included in his Tender rates for making the required adjustments.
- 25.16 The term 'General Grass' refers to all grass areas that are not identified for specific maintenance requirements as detailed in the Specification, i.e. 'cut and collect grass' areas or as 'fine sports turf' areas or as 'low frequency grass' areas. Included in the classification of General Grass areas are sports fields, parks, recreation grounds, open spaces, and cemeteries.
- 25.17 'Cut and collect' areas are defined as grass areas that shall be cut with machinery designed to mechanically collect all grass cuttings and other arisings as part of the grass cutting operation. 'Fine sports turf' areas are defined as sports playing surfaces that shall be box mown using an approved hand machine. 'Low frequency grass' areas are the grass areas included within designated nature conservation Sites and/or nature conservation areas within a Site.
- 25.18 The term "summer cut height" shall refer to cuts implemented between March and October inclusive; "winter cut height" shall refer to cuts implemented between November and February inclusive.
- 25.19 The Contractor shall advise the Supervising Officer prior to implementing cutting operations during the winter.
- 25.20 The Contractor shall make due allowance in his Tender rates in respect of the following:
 - 25.20.a All adjustments required to ensure the correct height of cut; and
 - 25.20.b Reducing the heights of cut in stages in order to achieve the summer cut heights before March each year in accordance with Clause 25.18. The length of the grass shall not be reduced by more than 75% on any one cut. Consecutive cuts shall not be less than 5 days apart.
- 25.21 Any grass cuttings that fly onto paths or other hard surfaces, that in the opinion of the Supervising Officer constitute a hazard or a nuisance, shall be removed by the Contractor as they fall. The Contractor shall not place any grass cuttings, leaves, arisings or any other deleterious material onto surrounding paths, highways or surrounding property.
- 25.22 The Contractor shall notify the Supervising Officer immediately should the Contractor arrive on an Operational Site and be unable to proceed with grass cutting, for whatever reason.
- 25.23 In very wet conditions all grass cutting operations shall cease until conditions allow operations to continue without damaging the surface levels or contours of the ground or causing balling of the sward. Thereafter, the Contractor shall resume grass cutting operations as soon as ground conditions permit and shall

Section B - Grass Cutting

implement work as may be necessary in order to restore grass areas to the required standard. All such work shall be undertaken within ten (10) consecutive days of grass cutting operations recommencing and the Contractor shall be deemed to have made due allowance in his Tender rates for this contingency.

- 25.24 When ground conditions are such that damage is likely to be caused by the use of agricultural tractor tyres, the Contractor shall allow for using grassland tyres on tractors used for grass cutting operations. The Contractor is deemed to have included in his Tender rates for so doing.
- 25.25 Grass clippings falling in clumps shall be evenly dispersed over the cut area by the Contractor.
- 25.26 Where plants overlap grass edges the encroaching ground level growth shall be pruned using sharp and properly adjusted secateurs according to good horticultural practice. This operation shall be implemented to allow free passage to grass cutting machinery and to allow the maintenance of grass edges. The pruning of encroaching growth shall retain the natural habit of the plant and shall not be implemented by cutting indiscriminately along the abutting plant/grass edge. The Contractor shall be deemed to have included in his Tender rates for this operation.
- 25.27 The Contractor shall ensure that when applying selective herbicide to grass areas the specific grass cutting requirements as detailed in the manufacturer's instructions prior to and after herbicide application are implemented. The Contractor shall be deemed to have made due allowance in his Tender rates to comply with any adjustment to the Contractor's grass cutting programme.
- 25.28 All arisings shall be disposed of in accordance with Clause 23.0.
- 25.29 All pesticides shall be applied in accordance with Section J - Pesticides and Fertilisers.
- 25.30 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 25.31 Whilst operating in cemeteries, the Contractor shall move and correctly replace wooden crosses, vases and/or floral tributes as necessary to allow grass cutting to proceed. The Contractor shall ensure that extra care is taken to replace all the items removed correctly on the grave space from whence they came and the Contractor is deemed to have made due allowance in his Tender rates for so doing.
- 25.32 Unless otherwise instructed by the Supervising Officer the Contractor shall leave the following detailed areas around tree bases uncut. Around young trees the Contractor shall leave a ring 300mm in diameter centred on the tree. Around larger trees the Contractor shall leave a margin of 500mm from the tree. Margins thus left shall be evenly circular to within plus or minus 100mm.

Section B - Grass Cutting

- 25.33 Should the Contractor cause damage to the grass surface, or to the surface, levels of the ground, create ruts or divots during grass cutting operations, then in such circumstances the Contractor shall reinstate such damage at his own expense to the satisfaction of the Supervising Officer (Clause 14.0 refers).
- 25.34 The Contractor shall report to the Supervising Officer, and replace at his own expense and/or make good any damage caused to fences, walls, furniture, bins or trees (Clause 14.0 refers) damaged during the Contractor's grass cutting operations.
- 25.35 No growth retardants shall be used by the Contractor without the prior approval of the Supervising Officer.
- 25.36 Grass Cutting Margins. The Contractor shall treat all highway fence lines and bases of established one year + trees in order to create a grass cutting margin using an approved herbicide such that all weeds and other vegetative growths are controlled throughout the Contract period. The application of herbicides shall be implemented using an approved applicator. The width of the treated grass cutting margin shall be 300mm and the width shall not be exceeded without the prior approval of the Supervising Officer.

26.0 Fine Sports Turf

- 26.1 Grass cutting machines shall be of the cylinder type propelled by a rear roller with a front roller to control the height of cut and equipped with a box to collect cuttings. Machines used on fine turf (e.g. bowling greens, cricket wickets and the like) shall be fitted with an approved comb attachment to lift coarse grasses during cutting operations, such combs shall be fitted at all times unless instructed otherwise by the Supervising Officer.
- 26.2 The whole area shall be cut evenly leaving no uncut area between rows, and, with the exception of cricket wickets and strips mown in accordance with Clause 39.5, shall produce regular and even striping of the area to be cut. The striping effect shall wherever possible be achieved by cutting in straight lines and each swathe shall be cut adjacent to and in the opposite direction to the previous swathe. Grass cuttings shall be collected at all times unless the Supervising Officer instructs the Contractor otherwise.
- 26.3 Machines shall have a minimum weight and produce a minimum number of cuts as indicated in Table 1.

Table 1 Specification for machines to be used to cut Fine Sports Grass Areas

Type of Area	Maximum cutting width	Minimum weight kg	Maximum weight kg	Minimum cuts per metre
1 Cricket Table	36"	80	500	65

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Table 1 Specification for machines to be used to cut Fine Sports Grass Areas

Type of Area	Maximum cutting width	Minimum weight kg	Maximum weight kg	Minimum cuts per metre
2 Cricket Wicket	24"	80	150	140
3 Bowling Green	24"	80	150	140
4 Tennis Court	36"	80	400	65

26.4 The total number of cuts, and the height of cut shall be such that at no time shall the height of grass exceed the limits indicated in Table 2.

Table 2 Grass Areas with Collection

Type of Area		Summer		Winter	
		Min. no. of cuts p.a.	Max. height	Min height	Max. height
1 Cricket Table	50	10mm	8mm	20mm	15mm
2 Cricket Wicket		7mm	5mm		
3 Bowling Green	72	7mm	5mm	15mm	8mm
4 Tennis Court	72	7mm	5mm	15mm	8mm

- 26.5 The Contractor shall make provision within his Tender rates for additional grass cuts using a "hover type" rotary machine in order to cut seed heads which might be left by the cylinder mowers normally used on areas to be cut under this regime. Such grass cuts shall be made immediately following the cutting that was implemented using a cylinder machine.
- 26.6 At no time other than as specified in Clause 26.5 above shall "fly cutting" be permitted on any area where boxed grass cutting is specified.
- 26.7 Fallen leaves, petals and flowers shall be cleared from boxed grass cutting areas in accordance with Clause 64.32.
- 26.8 Machines used on fine sports turf shall be thoroughly Cleaned prior to transportation to another Site. Cleaning shall be undertaken on each occasion the machine is transported and the Contractor is deemed to have made due allowance in his Tender rates for so doing.

27.0 General Grass Areas

Grass Cutting with No Grass Collection

- 27.1 All general grass areas shall be cut on a regular basis at a cutting height of 30mm and at no time shall the grass exceed 70mm in height. The initial cut at the commencement of the 'summer cut height' in March shall be made at 45mm.

Table 3 General grass areas

Type of Area		Summer		Winter	
		Min. no. of cuts p.a.	Max. height	Min height	Max. height
General grass	15	70mm	30mm	90mm	50mm
Cut and collect	26	40mm	25mm	50mm	35mm
Low frequency	1	100mm	75mm	120mm	75mm

- 27.2 The Contractor shall ensure that grass cutting is implemented in a manner that shall avoid grass cuttings being deposited onto hard surfaced areas. Any cuttings which fly or are deposited onto hard surfaced areas and which, in the opinion of the Supervising Officer, constitute a hazard shall be removed off the surface and distributed thinly and evenly over the adjacent grassed area at the time of the cutting operation and the Contractor shall be deemed to have made due allowance in his Tender rates for so doing.
- 27.3 The Contractor shall ensure that grass cutting is implemented in a manner which shall avoid the deposition of grass cuttings onto memorials and/or keep in order graves. Any such cuttings shall be collected and distributed evenly over the cut area at the time of the cutting operation, the Contractor shall be deemed to have made due allowance in his Tender rates for so doing.
- 27.4 The Contractor is advised that grass areas receiving low frequency cutting, e.g. nature conservation Sites and cemeteries, are likely to contain therein areas of bramble (*Rubus* spp) and other woody plants. For the purposes of this Clause such areas of bramble and woody plants are deemed to form part of the grass sward requiring to be cut. The Contractor is deemed to have made due allowance in his Tender rates for so doing.

28.0 Low Frequency Grass Areas (Meadow Areas, Paths and Verges)

- 28.1 Unless instructed otherwise by the Supervising Officer the Contractor shall cut identified low frequency grass areas at a height of 100mm. Unless otherwise approved by the Supervising Officer the Contractor shall not cut around obsta-

Section B - Grass Cutting

cles, or within 250mm of fence lines. The Supervising Officer shall mark out areas of grass not to be cut in certain identified nature conservation Sites where specific wildlife sensitivity exists.

- 28.2 Unless instructed otherwise by the Supervising Officer the time and height of grass cutting that shall be implemented by the Contractor on designated informal grass areas shall be as detailed in the Specification. The Contractor shall advise the Supervising Officer seven (7) days prior to implementing grass cutting operations. The Supervising Officer reserves the right to delay or bring forward the time of grass cutting and the Contractor shall be deemed to have made due allowance in his Tender rates for so doing.
- 28.3 Grass cuttings shall lie where they fall except in the following cases:
 - 28.3.a Those falling onto a road or similar hard surfaced area;
 - 28.3.b Those falling onto memorials; and
 - 28.3.c Maintenance graves.
- 28.4 In the event of grass cuttings falling as detailed in Clause 28, then the grass cuttings shall be collected and distributed evenly over the cut area at the time of the cutting operation. The Contractor shall be deemed to have made due allowance in his Tender rates for so doing.
- 28.5 If so instructed by the Supervising Officer the Contractor shall rake off grass cuttings and shall dispose of all arisings in accordance with Clause 23.0. Where grass cuttings are not to be collected, there should be an even dispersion of the cut grass and any larger clumps of cut grass shall be spread evenly across the cut area. The Contractor shall be deemed to have included in his Tender rates for any such requirement.
- 28.6 The Contractor shall if so instructed by the Supervising Officer spot treat informal grass areas and meadow areas within Operational Sites with herbicides to control pernicious weeds such as docks, thistles, nettles.
- 28.7 The Contractor shall provide appropriate tools for cutting paths and verges that may include strimmers, pedestrian flails and hand tools as appropriate. The use of tractor mounted machinery by the Contractor shall require the prior approval of the Supervising Officer.
- 28.8 The Contractor shall cut all specified hay meadows at a height of 100mm, unless otherwise instructed by the Supervising Officer, on one (1) occasion per annum (normally between July and September inclusive) and all arisings shall be collected and disposed of by the Contractor.
- 28.9 The Contractor shall have the right to sell or dispose of the hay meadow crop responsibly without further reference to the Supervising Officer. It is expected that the Contractor shall take the opportunity to realise the market value of the hay meadow crop and the Contractor may retain the income from the sale.

- 28.10 The Contractor shall not leave areas of nettle or thistle uncut or uncollected when hay making unless prior approved by the Supervising Officer. Hay making shall be carried out using standard agricultural practices such that the finished harvest is of good quality in terms of saleability, storage and transportability.
- 28.11 Should inclement weather prevent completion of hay making then on the instruction of the Supervising Officer the July/September cut may be delayed until the following March/April period and the Contractor shall be deemed to have made due allowance in his Tender rates for this eventuality.
- 28.12 In areas where grass collection is required but hay making is neither practicable nor desirable, alternative collection methods shall be provided by the Contractor. This may include cutting and raking off where machinery access and/or use may be difficult or impossible. In specified circumstances the Supervising Officer may require grass cuttings to remain on the ground for three days before collections and removal, in order that small animals may disperse.
- 28.13 If so instructed by the Supervising Officer the Contractor shall carry out tractor mounted chain harrowing, rolling and/or other similar operations connected with hay meadow management.

‘Cut and Collect’ Grass Areas

- 28.14 Cut and collect’ areas shall be cut by the Contractor using machinery that is fitted with approved attachments to mechanically collect all arisings. The Contractor may use ride on and/or pedestrian grass cutting machinery. The height of cut shall be implemented to the height in Table 3.

29.0 Strimming

- 29.1 The Contractor may use trimmers/brush cutters, hand shears or hand scythes to cut areas of grass that are inaccessible to other types of grass cutting equipment.
- 29.2 Unless instructed otherwise by the Supervising Officer, the Contractor shall only use trimmers that use flexible nylon line as a cutting mechanism. Trimmers that are fitted with a metal cutting blade shall only be used with the prior approval of the Supervising Officer and shall not be used to cut within 300mm of the base of any tree or any fixed obstruction.

30.0 Bulbs In Grass Areas

- 30.1 The Contractor shall not mow grass areas in which bulbs are growing until a minimum period of 6 weeks has elapsed after the flowering bulbs have died down or until an instruction to commence cutting is received by the Contractor from the Supervising Officer (generally in the last week of June for Daffodils). If so instructed by the Supervising Officer the Contractor shall ‘top’ areas of grass and vegetation in which bulbs are growing during this period, in accordance with

Section B - Grass Cutting

Clause 29.0, to ensure the neat and tidy appearance of the bulb areas. The Contractor shall be deemed to have made due allowance in his Tender rates for so doing. The Supervising Officer shall advise the Contractor each year of the date cutting may be implemented to the immediate grass areas in which bulbs are growing. The Contractor shall implement the initial cut within 7 days of receipt of the Supervising Officer's authorisation to proceed. Cuttings from this operation shall be collected up and removed and the areas shall be recut within forty eight (48) hours in order to return the grass to its designated summer cut height. Subsequent grass cutting shall be implemented by the Contractor to maintain the area to the required standard in accordance with Clause 26.0, 27.0 and 28.0.

31.0 Grass Edge Trimming

- 31.1 The Contractor shall implement the maintenance of all detailed grass edges throughout the growing season where they abut seasonal bedding and planted areas beds, kerbs, hard or semi-loose surfaces, gullies, paved areas, buildings, walls, fences throughout the Contract Area using long handled shears or mechanical methods. The frequency of grass edge cutting shall be implemented by the Contractor at such frequencies that shall ensure that grass edge growth never exceeds 50mm in any dimension. All arisings from this operation shall be collected by the Contractor and disposed of.
- 31.2 The Contractor shall implement the maintenance of all detailed bowling green grass edges throughout the Contract Area using long handled shears or approved mechanical methods. The frequency of grass edge cutting shall be implemented by the Contractor at such frequencies that shall ensure that the bowling green grass edge growth never exceeds 25mm in any dimension. All arisings from this operation shall be collected by the Contractor and disposed of.

32.0 Grass Edge Redefinition

- 32.1 The Contractor shall redefine grass edges using a half moon edging iron or approved mechanical equivalent on one (1) occasion between November to February inclusive, where grass edges abut planted areas, kerbs, hard or semi-loose surfaces, gullies, paved areas, buildings, walls and fences. The Contractor shall redefine the grass edge to provide a clean, sharp and vertical edge, and where appropriate, curves shall be reformed along a smooth flowing line. The grass edge redefined by the Contractor shall provide the same general shape as that which existed at the commencement of the operation. Any vegetation and/or soil emanating from a hedge, wall or fence base shall be removed by the Contractor at the same time. Where kerbs are not present, the Contractor shall use string lines to produce an even and consistent edge finish. All arisings from this operation shall be collected and disposed of.

Section C - Reinstatement Of Grass Areas

33.0 General Requirements

- 33.1 The Contractor shall implement the reinstatement of all detailed grass areas throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 33.2 The Contractor shall be responsible for the successful establishment and subsequent maintenance of newly established grass areas for a period of three (3) months. The Supervising Officer shall only accept renovated grass areas that are established, i.e. the sward shall be healthy, free from bare patches, pests, disease and weeds, the surface shall be free from stones and other extraneous material and surface levels shall be to the reasonable satisfaction of the Supervising Officer. Any grass area not reinstated to the required standard shall be reseeded and/or returfed at the Contractor's expense.
- 33.3 The Contractor shall take all reasonable precautions to ensure that pedestrian and other forms of traffic do not cross the area of work during cultivation and reinstatement operations.
- 33.4 Reinstatement work shall be implemented when ground conditions are suitable. Work shall not be undertaken when the ground is frozen, snow covered, waterlogged, excessively wet or in a plastic condition, or in a state that would result in the destruction of the natural crumb structure of the soil.
- 33.5 All arisings shall be disposed of in accordance with Clause 23.0.
- 33.6 All pesticides shall be applied in accordance with Section J - Pesticides and Fertilisers.
- 33.7 All fertilisers shall be applied in accordance with Section J - Pesticides and Fertilisers.
- 33.8 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 33.9 All grass seed and turf shall be supplied by the Contractor in accordance with Clauses 89.0 and 90.0.

34.0 Seeding and Turfing

- 34.1 All operations shall be implemented by the Contractor using approved machinery and equipment and/or manual methods.

34.2 Ground Preparation

- 34.2.a The area shall be cultivated by ploughing, rotavating or hand digging to a depth of 150mm.
- 34.2.b Low areas shall be infilled using an approved topsoil which shall be consolidated and levelled.

Section C - Reinstatement Of Grass Areas

- 34.2.c Following cultivation and soiling the area shall be lightly consolidated, harrowed and/or raked in order to produce a fine surface tilth suitable for forming a seedbed and such that the soil particles are small and dry enough to run freely when graded or raked.
- 34.2.d An approved fertiliser shall be applied evenly over the prepared soil surface and lightly worked in.
- 34.2.e All stones exceeding 25mm in any dimension together with all weeds, roots and extraneous materials generated during soil preparation shall be removed.
- 34.2.f On completion of soil preparation work the area shall be firm but not compacted, free from surface panning and localised soft areas. The surface soil shall have a constant crumb structure of 10/15mm and shall, unless instructed otherwise by the Supervising Officer, form true running contours conforming with the existing surrounding ground and the soil surface shall be even and free from depressions and undulations.
- 34.2.g On areas to be seeded the edges of the prepared area shall marry into the existing grass areas. On areas to be turfed the soil level shall be completed at a distance below the proposed finished level sufficient to accommodate the depth of turf to be laid.
- 34.3 In the event that seeding and/or turfing work is delayed, the Contractor shall be deemed to have made due allowance in his Tender rates in respect of ensuring that the soil has a surface tilth in accordance with the requirements of this specification immediately prior to seeding and/or turfing.

Seeding

- 34.4 On completion of preparation work the area shall be seeded using an approved grass seed mix applied in accordance with the rates detailed in Clause 89.1. Seed shall be evenly distributed and shall be sown by mechanical methods in two directions in order that half the seed shall be sown in one pass and the remaining half shall be sown in a second pass made at right angles to the previous direction.
- 34.5 Immediately following seeding the Contractor shall incorporate the seed into the soil surface by chain harrow and/or raking to a maximum depth of 20mm. This operation shall not distort the desired soil surface profile. On completion of seed incorporation all arisings as detailed in Clause 34.2.e shall be removed.

Turfing

- 34.6 On completion of preparation work the area shall be turfed using an approved turf supplied in accordance with Clause 90.0. Turf shall be laid so that the new surface blends in perfectly with the surrounding levels. This shall be achieved by firm and accurate preparation of the base prior to turf being laid and shall not be achieved by heavy pounding or rolling.

Section C - Reinstatement Of Grass Areas

- 34.7 Turf shall not be laid during very dry, wet or frosty weather or when the turf itself is dry, frozen or excessively wet.
- 34.8 Turves used on sloping Sites shall be secured in position, using a method approved by the Supervising Officer.
- 34.9 As necessary in order to prevent damage to existing or newly laid turf and to ensure safe and efficient working the Contractor shall prior to the turf laying operation provide scaffold planks, plywood sheets, ladders or similar to support workmen, tools and equipment and to provide access throughout the area of operation.
- 34.10 Turf laying shall comply with BS 4428:1989. The turves shall be laid on the prepared soil bed and firmed into position in consecutive rows with broken joints (as in stretcher bond brickwork) closely butted and to the correct level. The edges and margins of the area being turfed shall be laid with whole turves which shall be trimmed to accommodate curves and corners.
- 34.11 On completion of the turf laying operation, all abutting turf edges shall be dressed using an approved dry sifted topsoil which shall be brushed, in order to fill all joints.
- 34.12 All stones exceeding 25mm in any dimension together with all extraneous material generated during the operations detailed in Clause 34 shall be removed.

35.0 Reinstatement of sports and fine turf areas

- 35.1 Once per annum and within fourteen (14) days of the completion of the respective playing season the Contractor shall implement and complete reinstatement work on all sports areas in accordance with this Specification and/or as instructed by the Supervising Officer.
- 35.2 The method of reinstatement shall be determined by the degree of wear and surface compaction, the position of such wear within the grass area and the time during which the seed or turf shall be able to establish before the area is subsequently to be available for use.

35.3 Fine Turf Areas: Bowling Green, Cricket Table, Amenity Areas**Reseeding**

- 35.4 The area to be seeded shall be scarified using an approved machine and/or by hand raking in order to remove all thatch, dead matter and other extraneous materials.
- 35.5 On completion of scarification the area shall be lightly forked to a depth of 15mm in order to loosen the surface soil without excessive disturbance of existing grass plants.
- 35.6 The forked surface shall then be lightly raked and an approved mix of grass seed and compost shall be sown over the prepared area in accordance with the rates

Section C - Reinstatement Of Grass Areas

detailed in Clause 89.1 and raked in. The seeded area shall then be rolled using an approved roller and subsequently irrigated in accordance with Section V - Irrigation.

Returfing

- 35.7 The old turf shall be cut out and removed using a half moon edging iron and turfing iron.
- 35.8 The underlying soil shall then be cultivated to a depth of 50mm, refirmed, ensuring that the prepared bed is evenly consolidated and level, due allowance being made to accommodate for the thickness of the new turf and the Contractor shall include for spreading additional approved fine sifted topsoil as necessary in order to achieve the required level. Following preparation the area shall be turfed in accordance with Clause 34.0.

Overseeding Sports Pitches.

- 35.9 Using an approved machine the Contractor shall implement overseeding by surface cultivation/seeding or by slit seed injection to a minimum of 50% of each pitch. The area of work shall include the goal mouths and centre circle together with those areas of the pitch showing the most wear and/or sparse grass growth. An approved grass seed mixture shall be sown during overseeding in accordance with the rates detailed in Clause 89.1. Overseeding shall be implemented in two passes, the second pass shall be implemented at right angles to the first pass.

Overseeding Amenity Areas.

- 35.10 Using an approved machine the Contractor shall implement overseeding by surface cultivation/seeding or by slit seed injection. An approved grass seed mixture shall be sown during overseeding in accordance with the rates detailed in Clause 89.1. Overseeding shall be implemented in 2 passes, second pass shall be implemented at right angles to the first pass.
- 35.11 On completion of overseeding the area of work shall be level, free from depressions and undulations and all debris, extraneous material and stones exceeding 20mm in any dimension shall be removed.

Reseeding and Returfing

- 35.12 Localised areas of excessive wear and compaction shall be reinstated by seeding or turfing in accordance with Clause 34.0.
- 35.13 On completion of work all levels within the area of reinstatement shall be consistent with the levels of the undisturbed surrounding grass areas.

Section C - Reinstatement Of Grass Areas**Localised Soiling and Grass Reinstatement**

- 35.14 If so instructed by the Supervising Officer the Contractor shall implement the following:
- 35.14.a The area shall be infilled using an approved topsoil which shall be graded and levelled, lightly consolidated and cultivated to produce a true and even surface free from depressions and undulations. On completion of soiling the area shall be dressed using an approved fertiliser which shall be applied evenly over the whole soil surface. The fertiliser shall then be lightly worked into the soil surface to a depth of 20mm by hand raking.
 - 35.14.b On completion of soil preparation work the area to be turfed/seeded shall be firm but not compacted, free from surface panning and localised soft areas. The surface soil shall have a constant crumb structure of 10/15mm and shall, unless instructed otherwise by the Supervising Officer, form true running contours with the existing surrounding ground and the soil surface shall be even and free from depressions and undulations.
 - 35.14.c On areas to be seeded the edges of the prepared area shall marry into the existing grass areas. On areas to be turfed the soil level shall be completed at a distance below the proposed finished level sufficient to accommodate the depth of turf to be laid.
 - 35.14.d On completion of preparation work the area shall be either seeded or turfed in accordance with Clause 34.0.

Sand Dressings on Sports Pitches

- 35.15 If so instructed by the Supervising Officer the Contractor shall implement the application of sand dressings in accordance with the requirements of this Specification. Dressing shall be implemented in order to improve surface aeration, the soil structure and durability.
- 35.16 Using an approved mechanical spreader or by manual methods, the Contractor shall evenly spread an approved sand at a rate of one (1) tonne/60 m², following which the sand shall be forked into the turf surface using an approved box harrow, or by hand raking and/or luting.
- 35.17 All stones over 15mm in any dimension together with all extraneous materials generated during the operations detailed in Clause (i) above shall be removed.

Section D - Sports Provision**Section D - Sports Provision****36.0 General Requirements**

- 36.1 The Contractor shall maintain sports pitches free from hazard, safe for the purpose for which they are intended and suitable for regular outdoor recreational use in accordance with requirements of this Specification.
- 36.2 The Supervising Officer shall from time to time issue instructions in respect of the provision of temporary markings for occasional matches or special events.

Definition

- 36.3 Pitch shall be deemed to include cricket wicket, cricket outfield, athletic track and field event landing zones, training grids, volleyball and softball court, rounders court and baseball court, netball court, kabadi court, bowling green and the like.
- 36.4 The Contractor shall regularly inspect sports pitches in order to ensure that they are free from hazard and safe for the purpose for which they are intended, and shall remove stones, glass, metal and other extraneous materials likely to cause injury. In the event that a pitch becomes unsafe for its purpose and the removal of the hazard involves work which the Contractor is not required to implement in accordance with his obligations under the Contract then he shall immediately notify the Supervising Officer of the hazard. Should the hazard be considered dangerous, the Contractor shall take the pitch out of play and await instruction from the Supervising Officer.
- 36.5 All arisings shall be disposed of in accordance with Clause 23.0.
- 36.6 All pesticides shall be applied in accordance with Section J - Pesticides and Fertilisers.
- 36.7 All fertilisers shall be applied in accordance with Section J - Pesticides and Fertilisers.
- 36.8 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 36.9 All grass seed and turf shall be supplied by the Contractor in accordance with Section U - Supply of Plant Material, Turf and Grass Seed, and Clauses 89.0 and 90.0.

37.0 Line Marking on Grass

- 37.1 The Contractor shall implement the accurate setting out, marking out and subsequent remarking of all detailed sports pitches throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor. The Contractor shall also be required to provide accurate line markings for Special Events in accordance with the Supervising Officer's instructions.

- 37.2 Line marking shall be implemented as indicated in Table 4 Schedule of Pitch Provision and in accordance with the details in Table 5 Sports Requiring Line Marking.

Table 4 Schedule of Pitch Provision

Site code	Site name	Number of pitches
Football		
A0101	King George's Playing Field	3
A0210	Mount Pleasant Fields	2
A0719	Warren Farm Sports Complex	8
A0901	Perivale Park	3
A1202	Marnham Field	2
B0310	Elthorne Waterside and Extension	3
E0301	North Acton Playing Fields	4
E0502	Southfields Recreation Ground	2
E0901	Pitshanger Park	4
T0101	Rectory Park	4
T0801	Ealing Central Sports Ground	5
A0719	Warren Farm Sports Complex	4
Cricket		
A0901	Perivale Park	2
E0301	North Acton Playing Fields	2
T0101	Rectory Park	2
T0301	Islip Manor Park	1
T0801	Ealing Central Sports Ground	4
Bowling greens		
A0501	Wolf Fields	1
B0201	Lammas Park	2
E0501	Acton Park	1

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Table 4 Schedule of Pitch Provision (continued)

Site code	Site name	Number of pitches
E0901	Pitshanger Park	1
T0301	Islip Manor Park	1
T0902	Horsenden Hill West	1

37.3

37.4 Line markings shall be provided in order that they are in perfect condition on the day of occasional matches or Special Events. In the case of regularly used pitches the line markings shall, as far as is reasonably possible, be in perfect condition on the day of regular use.

37.5 The line marking shall be uniform and true and, except during periods of exceptionally wet ground conditions, shall be implemented using an approved non-toxic whitening compound for wet line marking incorporating an approved fixing agent such as Indeline (lime and residual herbicides shall not be used for line marking).

37.6 The Contractor shall maintain an up to date knowledge of all the rules and regulations regarding sports markings, particularly where these may be subject to change.

Table 5 Sports Requiring Line Marking

Sport	Unit	Duration for which unit is required	Frequency of marking/remarking
Cricket	Wicket	N/A	For each Match
Cricket	Outfield	Season	Once per Week
Football	Pitch	Season	Once or Twice/Week
Gaelic Football	Pitch	Season	Once or Twice/Week
Seven-a-Side Football	Pitch	For each Match	For each Match
Rugby	Pitch	Season	Once or Twice/Week
Athletics (track events)	Track	5 Months	Once per Week

Table 5 Sports Requiring Line Marking (continued)

Sport	Unit	Duration for which unit is required	Frequency of marking/remarking
Athletics (field events)	Landing Zone	7 Months	Once per Week
Training Grids (on schools)	Grid	Throughout entire year	Once per Week
Volleyball	Court	For each Match	For each Match
Softball	Court	For each Match	For each Match
Rounders	Court	For each Match	For each Match
Baseball	Court	For each Match	For each Match
Netball	Court	For each Match	For each Match
Kabadi	Court	For each Match	For each Match
Tennis	Court	Season	Once or Twice/ Week

- 37.7 During periods of exceptionally wet ground conditions wet line markers shall not be used and the line marking shall be implemented using an approved dry whitening compound incorporating a binder.
- 37.8 Line markings for all sports other than cricket wickets shall be 75 mm wide. For cricket wickets line marking shall be 30 mm wide. Line marking shall be implemented using approved line markers.
- 37.9 Before the implementation of any line marking the proposed lines shall be free of grass cuttings and other debris to ensure accurate and persistent marking.

Sports Markings

- 37.10 Unless specified elsewhere in the Specification then not less than 3 days prior to the commencement of each playing season all the detailed sports pitches shall be accurately set out and marked. The pitch layout for each pitch shall conform with the recommendations of the respective sports governing body and shall be in accordance with the dimensions required by the Supervising Officer.
- 37.11 Following initial marking out the pitches shall be remarked or reset out in accordance with Clause 37.2 and with any specific requirements detailed in the Sports Marking Clauses in respect of each sport (Clause 38.0, 39.0, 40.0, 41.0, 42.0 and 43.0 refer).

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- 37.12 The line markings shall be maintained to ensure that they are clearly visible throughout the playing season. Pitch measurements shall remain accurate and all lines shall remain uniform and true.
- 37.13 Grass cutting shall precede line marking and lines on football and rugby pitches shall be cut immediately prior to initial marking out and on four subsequent occasions at regular intervals during the playing season. Lines on Miscellaneous Sports pitches shall be cut on each occasion that initial marking and over marking is implemented. Where running tracks cross cricket outfields the cut grass height shall be consistent over the whole running area not just the line area. Lines shall be cut by one pass using an approved rotary or cylinder mower set to 25mm height and the line shall be central within the cut swathe. cutting shall be implemented in accordance with Clause 25.2, 25.8, 25.10 and 25.20.a respectively.

Special Events

- 37.14 The Contractor shall ensure that all line markings required in respect of Special Events (Clause 80.10 refers) shall be accurately set out and marked prior to the Special Event and in accordance with the times and dates specified by the Supervising Officer.
- 37.15 If so instructed by the Supervising Officer the Contractor shall implement remarking in order to ensure that the line markings remain clearly visible for the duration of the Special Event.
- 37.16 If so instructed by the Supervising Officer the Contractor shall cut the grass lines at the time of initial marking out. Lines shall be cut by one pass using an approved rotary or cylinder mower set to 25mm height and the line shall be central within the cut swathe. Cutting shall be implemented in accordance with Clauses 25.2, 25.8, 25.10 and 25.20.a. respectively.

38.0 Bowling Greens

General

- 38.1 The Contractor shall implement the maintenance of all detailed bowling greens throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor. The Contractor shall maintain a true and level Bowling Green, free of pests, disease and weeds and having a healthy sward consisting primarily of fine turf grasses.
- 38.2 Unless specified otherwise than for the purpose of this Clause only, the green shall mean the full extent thereof.
- 38.3 Unless instructed otherwise by the Supervising Officer, the Contractor shall implement all maintenance operations to the green prior to 10.00 am. The resident club or clubs and Supervising Officer shall be notified of any in-season

operations likely to interfere with the use of the green. Only flat soled shoes shall be worn while working on the bowling green. Ramps or boards shall be used to take machinery onto the green and to remove it from the green. The Contractor shall be deemed to have made due allowance in his Tender rates for so doing.

- 38.4 Unless instructed otherwise by the Supervising Officer the Bowls season shall commence from (and shall include) the weekend nearest May 1st until (and shall include) the weekend nearest September 30th.

Grass Cutting

- 38.5 The grass shall be cut in accordance with Section B - Grass Cutting and 25.1. The green shall be cut diagonally and on each occasion that the green is cut, the direction of cutting shall be at 90 degrees to the previous occasion.

Switching and Brushing

- 38.6 On the day of and prior to each cutting operation the green shall be switched or brushed, using either a cane, drag mat or drag brush in order to ensure that worm casts and early morning dew are dispersed.
- 38.7 In addition to the switching or brushing required in accordance with Clause 38.6 above, the Contractor shall implement regular switching or brushing as necessary in order to disperse morning dew, to promote a healthy sward and to maintain a playing surface free from worm casts and other debris all to the satisfaction of the Supervising Officer.

Edging

- 38.8 The edge of the green shall be cut in accordance with Clause 31.1.

Fertiliser Application

- 38.9 Unless instructed otherwise by the Supervising Officer the Contractor shall apply fertiliser to the green as Operational below.
- 38.9.a Three applications of an approved Spring/Summer Fine Turf Fertiliser. Applications shall be made during the third week of March, fourth week of May and fourth week of June.
- 38.9.b One application of lawn sand four weeks after the first application of spring fertiliser.
- 38.9.c One application of sulphate of potash at 15gms/m².
- 38.9.d One application of an approved seaweed soil conditioner according to the manufacturer's instructions.
- 38.9.e One application of sulphate of iron as directed by the Supervising Officer.
- 38.9.f Two applications of an approved liquid organic fertiliser. Applications shall be applied during the third week of April and fourth week of July.

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- 38.9.g One application of an approved Autumn/Winter Fine Turf Fertiliser. Application shall be made during the third week of October.

Herbicide Application

- 38.10 During the first two weeks of April the green shall receive one application of an approved broad spectrum selective turf herbicide. If so instructed by the Supervising Officer the Contractor shall implement further herbicide applications during the year.
- 38.11 If so instructed by the Supervising Officer the Contractor shall, as an alternative to the applications required in accordance with Clauses 38.9 and 38.10 above, apply an approved weed-and-feed product. Applications shall be made as Operational below:
- 38.11.a At the beginning of April in substitution for both the first herbicide and first spring/summer fertiliser application; and
- 38.11.b On subsequent occasions in substitution for later herbicide and spring/summer fertiliser application.

Fungicide Application

- 38.12 The Contractor shall maintain the green free from turf disease using approved turf fungicides. The Contractor shall notify the Supervising Officer immediately of the presence of any turf disease and shall advise the Supervising Officer should work be unable to proceed.

Insecticide Application

- 38.13 The Contractor shall maintain the green free from soil borne pests using an approved insecticide. The Contractor shall advise the Supervising Officer immediately of any soil borne pests and shall advise the Supervising Officer should work be unable to proceed.

Wormicide Application

- 38.14 The Contractor shall maintain the green free from worms using an approved wormicide.

Moss Killer

- 38.15 The Contractor shall maintain the green free from moss using an approved moss killer.

Irrigation

- 38.16 The green shall be irrigated in accordance with Section V - Irrigation. The Contractor shall apply an approved water attracting/wetting agent to the entire bowling green surface during March/April and on other such occasions as required to ensure a healthy sward. The proposed times and dates of application shall be

approved by the Supervising Officer and the Contractor shall be deemed to have made due allowance for all applications of water attracting/wetting applications in his Tender rates.

Scarification

- 38.17 During the months of March and October and additionally during June if so instructed by the Supervising Officer, the green shall be scarified as detailed in Table 6 in order to remove any build up of thatch, dead matter and other extraneous material. This operation shall be implemented using an approved machine. Immediately following the completion of each scarification operation, all arisings shall be removed by approved manual and/or mechanical methods. Immediately following the removal of arisings the green shall be mown to the minimum cut height in accordance with Clauses 25.2, 25.8, 25.10 and 25.20.a.

Table 6 Scarification

Time of Implementation	Work Required
March/June	The whole playing surface shall be scarified in 2 passes. On the day of implementation of the work the depth of tine penetration into the sward shall be approved by the Supervising Officer and shall be determined by the accumulation of thatch, dead matter and extraneous material.
October	The whole playing surface shall be scarified in 4 passes with the tines adjusted so that they touch but do not penetrate the soil.

Rolling

- 38.18 During March and prior to the start of the playing season and on such other occasions as shall be necessary, the Contractor shall roll the green using an approved hand or self propelled roller of between 300 and 500 kg in weight. On the day the operation is implemented, rolling shall not commence until all surface moisture has evaporated.

Spiking

- 38.19 The green shall be spiked on 6 occasions at regular intervals from mid-May to mid-September and prior to any fertiliser application. The spikes shall penetrate to a depth of 50mm at 50mm centres using an approved machine.

Section D - Sports Provision**Tining**

- 38.20 Unless instructed otherwise by the Supervising Officer the Contractor shall every year during the first two weeks of October implement one of the following tining operations as instructed by the Supervising Officer:

Hollow Tining

- 38.20.a The green shall be hollow tined unless instructed otherwise by the Supervising Officer, using an approved machine. The tines shall penetrate to a depth of not less than 100mm at 50mm centres achieved in a single pass and the extracted cores shall have diameters of between 8 to 12mm. Immediately following hollow tining all extracted cores shall be removed by approved manual and/or mechanical methods.

Solid Tining

- 38.20.b The green shall be solid tined unless instructed otherwise by the Supervising Officer, using an approved machine. The tines shall penetrate to a depth of not less than 100mm at 50mm centres achieved in a single pass and shall have diameters of between 6 to 10mm.

Vertidrainning

- 38.20.c The green shall be solid tined using a Vertidrain set with 18mm diameter solid tines, power take off driven by an approved compact tractor with turf tyres. The tines shall penetrate to a depth of not less than 200mm at 50mm centres achieved in a single pass.

Slitting

- 38.21 During the period from mid May to mid October the Contractor shall slit tine the green on up to 6 occasions at regular monthly intervals using an approved machine fitted with taper shaped slitting tines unless instructed otherwise by the Supervising Officer. The tines shall penetrate to a depth of 25-50mm at 150mm centres. The Contractor shall implement slit tining to promote and maintain a healthy sward by relieving surface compaction and assisting aeration and water penetration into the soil.

Reinstatement

- 38.21.a The grass shall be reinstated in accordance with Section C - Reinstatement Of Grass Areas.
- 38.21.b The Contractor shall maintain the green gully free from Leaves, debris, Litter and all other deleterious material and the filling material within the channel shall be maintained at an even level of 100mm below the level of the green.

- 38.21.c Two weeks prior to the playing season the green gully shall, if necessary, be topped up with an approved filling material, which shall be lightly consolidated all to an even level of 100mm below the level of the green.
- 38.21.d The material to be used by the Contractor shall be approved by the Supervising Officer and shall be a suitable inert durable material that conforms to the statutory criteria laid down by the English Bowling Association (EBA). The material provided by the Contractor shall be rounded and of a particle size between 5 mm to 30 mm.

Gully striking boards

- 38.22 On a date determined by the Supervising Officer the Contractor shall paint or treat the gully striking boards and shall report any defects to the Supervising Officer. Payment shall be made to the Contractor in accordance with the Day-work Rates.
- 38.23 If necessary the Contractor shall replace dilapidated gully striking boards. Payment shall be in accordance with the Schedule of Rates.

Top Dressing

- 38.24 Between the third week of October and the second week of November inclusive and on a date approved by the Supervising Officer the Contractor shall apply a top dressing to the green.
- 38.25 The top dressing shall be applied at a rate of either:-
 - 38.25.a not less than 3 kg per sq.m. on the occasion of top dressing following solid tining; or
 - 38.25.b not less than 4.5 kg per sq.m. on the occasion of top dressing following hollow tined core extraction; or
 - 38.25.c not less than 8 kg per sq.m. on the occasion of top dressing following vertid-raining.
- 38.26 Immediately prior to the application of top dressing the greens shall be cut to the minimum cut height in accordance with Clause 27.0 and Clauses 25.2, 25.8, 25.10 and 25.20.a.
- 38.27 Application shall be made by approved manual and/or mechanical methods. An even spread of the material shall be achieved and particular attention shall be paid to dressing applied following hollow tined core extraction. The top dressing shall be well worked into the surface and tine holes of the green using either a dragmat, Truelute, or drag brush or a combination of all these methods. Following commencement of the operation detailed in Clause 38.25.a and 38.25.b above all work shall be completed within twenty four (24) hours and on completion of each spreading operation, all debris and extraneous material shall be removed from the green, gullies and surrounds. Sand top dressing after vertid-

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rain tining, Clause 38.25.c refers, shall be implemented in two applications, each two weeks apart.

- 38.28 Before the start of the season the Contractor shall, following consultation with the Supervising Officer, set out line marks and jack marks etc. to approved current English Bowling Association (EBA) standards.
- 38.29 The Contractor shall supply and replace any striking boards as instructed by the Supervising Officer. The boards shall be to EBA standard or shall be replaced to match boards already on Site. Payment shall be in accordance with the Daywork Rates.
- 38.30 Croquet Courts. The croquet courts shall be marked out by the Contractor using an approved marking compound. Unless instructed otherwise the hoops and pegs shall be set out by the Contractor at the beginning of the season according to approved croquet guidelines. Hoops shall be set 300mm above the ground and be 100mm between side struts (wires). The centre peg is 38mm in diameter and 450mm high.

39.0 Cricket

General

- 39.1 The Contractor shall implement the maintenance of all detailed cricket tables and outfield and shall provide cricket wickets throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 39.2 The Contractor shall provide an even cricket table surface free from weeds, pests, and disease and having a healthy sward consisting primarily of fine turf grasses.
- 39.3 The Contractor shall provide cricket wickets which are consolidated, smooth and flat with no holes or undulations and free from stones or other extraneous material.
- 39.4 Unless stated otherwise the cricket season shall commence from (and shall include) the weekend nearest May 1st and shall run for a period of 20 weeks.

Maintenance of Cricket Outfield

Cutting

- 39.5 The grass shall be mown in accordance with section Section B - Grass Cutting and Clause 27.0.

Marking

- 39.6 The outfield boundary shall be marked out in accordance with Section C - Reinstatement Of Grass Areas and Clause 37.0.

Harrowing

- 39.7 Two weeks prior to the commencement of the playing season the Contractor shall chain harrow the complete outfield area using approved machinery and implements. Harrowing shall be implemented in one circular pass parallel to the outfield boundary marking.

Maintenance of Cricket Table

- 39.8 The Contractor shall ensure that the cricket table dimensions, location and orientation remain correct at all times and that the required maintenance operations are implemented to the whole table.

Cutting

- 39.9 The grass shall be cut in accordance with Section Section B - Grass Cutting and Clause 26.0. The table shall be mown only in the direction of play.

Switching and Brushing

- 39.10 On the day of and prior to each grass cutting operation the table shall be brushed using either a drag mat or drag brush in order to ensure that worm casts and early morning dew are dispersed.
- 39.11 In addition to the switching or brushing required in accordance with Clause 39.10 above, the Contractor shall implement regular switching or brushing as necessary in order to disperse morning dew, to promote a healthy sward and to maintain a playing surface free from worm casts and other debris all to the satisfaction of the Supervising Officer.
- 39.12 All brushing shall be completed prior to 10.00 with the exceptions of periods of heavy rainfall, frost and/or snow.

Fertiliser Application

- 39.13 Unless instructed otherwise by the Supervising Officer the Contractor shall apply fertiliser to the table as detailed below:
- 39.13.a One application of an approved Spring/Summer Fine Turf Fertiliser. Application shall be made during the third week of March.
- 39.13.b Two applications of an approved organic fertiliser. Application should be made during the first week in May and the third week of July.
- 39.13.c One application of an approved Autumn/Winter Fine Turf Fertiliser. Application shall be made during the first two weeks of October.

Herbicide Application

- 39.14 During the first two weeks of April the table shall receive one application of an approved broad spectrum selective turf herbicide. If so instructed by the Super-

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vising Officer the Contractor shall implement further herbicide applications during the year.

39.15 If so instructed by the Supervising Officer the Contractor shall, as an alternative to the applications required under Clauses 39.13 and 39.14 apply an approved weed-and-feed product. Applications shall be made as detailed below:

39.15.a At the beginning of April in substitution for both the first herbicide and Spring/Summer fertiliser application.

39.15.b On subsequent occasions in substitution for later herbicide and Autumn/Winter fertiliser applications.

Fungicide Application

39.16 The Contractor shall maintain the cricket table free from turf disease using an approved turf fungicide. The Contractor shall notify the Supervising Officer immediately in writing of the presence of any turf disease, and shall advise should work be unable to proceed.

Insecticide Application

39.17 The Contractor shall maintain the cricket table free from soil borne pests using an approved insecticide. The Contractor shall notify the Supervising officer immediately in writing of the presence of soil borne pests and shall advise should work be unable to proceed.

Wormicide Application

39.18 The Contractor shall maintain the cricket table free from worms using an approved wormicide.

Moss Killer

39.19 The Contractor shall maintain the cricket table free from moss using an approved Moss Killer.

Scarification

39.20 The table shall be scarified in March in order to remove any thatch, dead matter and other deleterious material from the sward. This operation shall be implemented using an approved machine. The full extent of the table shall be scarified in two (2) passes with the tines adjusted so that they touch but do not penetrate the soil. Immediately following the completion of each scarification operation, all arisings shall be removed by approved manual and/or mechanical methods. Immediately following the removal of arisings the table shall be mown to the minimum cut height in accordance with this Clause and Clauses 25.2, 25.8, 25.10 and 25.20.a

Irrigation

- 39.21 The Contractor shall irrigate the table in accordance with Section V - Irrigation.

Rolling

- 39.22 During March and prior to the start of the playing season the Contractor shall roll the table to produce a firm, true and level surface using an approved hand or self propelled roller of between 300 kg and 500 kg in weight. On the days the operation is implemented, rolling shall not commence until all surface moisture has evaporated.

Aeration

- 39.23 Unless instructed otherwise by the Supervising Officer, the table shall be aerated using a slitting machine approved by the Supervising Officer. This operation shall be implemented on 8 occasions at regular intervals between Mid-May and Mid-August. The slits shall penetrate to a depth of 25-50mm at 150mm centres. The Contractor shall implement slit tining to promote and maintain a healthy sward by relieving surface compaction and assisting aeration and water penetration into the soil.

Reinstatement

- 39.24 The Contractor shall implement inter-season reseeding and/or turfing of the table as necessary and in accordance with Section C - Reinstatement Of Grass Areas.

Preparation of Cricket Wicket

- 39.25 The Contractor shall ensure that wickets are located and prepared on the cricket table in a predetermined sequence approved by the Supervising Officer, and that adjacent wickets are not used for successive matches.
- 39.26 The Contractor shall implement the following operations and shall ensure that wickets are in optimum condition for all match fixtures.

Scarification

- 39.27 Approximately five (5) days prior to the first match on each new wicket, the area of the wicket between the popping creases shall be scarified using either hand implements or with two passes of an approved machine set to operate immediately above the soil profile in order to remove stolons, thatch and dead matter. All arisings shall be removed by approved manual and/or mechanical methods.

Cutting

- 39.28 The wicket shall be mown in accordance with Clauses Section B - Grass Cutting and 26.0 as follows:
- 39.28.a Immediately following scarification.

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- 39.28.b Prior to and on the morning of a match.
- 39.28.c When cutting is implemented in accordance with Clause 39.28.b the wicket shall be double cut in reverse directions and shall not be left with a striped appearance.

Irrigation

- 39.29 The Contractor shall implement irrigation in accordance with Section V - Irrigation.

Rolling

- 39.30 At the time the wicket is first prepared and following scarification, cutting and irrigation operations (Clauses 39.27, 39.28, 39.29) and on the day of every match, the wicket shall be rolled using an approved hand or self propelled roller weighing not more than 1500 kg in order to achieve a firm and true surface that shall hold together and not break up during play.

Marking

- 39.31 On the day of the first match the wicket shall be marked in accordance with Clause 37.0.
- 39.32 The wicket shall be remarked prior to each match/fixture. Remarking shall be implemented following completion of post match wicket renovation Clause 39.34 below refers).
- 39.33 In the event that following the initial game on a wicket a smooth, flat, safe wicket cannot be prepared then the Contractor shall immediately notify the Supervising Officer. Subject to the Supervising Officer's approval a new cricket wicket shall be prepared every one to seven days elsewhere on the cricket table in accordance with the approved predetermined sequence of wicket location.

Post Match Wicket Renovation

- 39.34 After each match the Contractor shall implement the renovation of the wicket and the bowlers' run up area within twenty four (24) hours thereafter or prior to the next game if that is less than twenty four (24) hours and in accordance with Section C - Reinstatement Of Grass Areas unless instructed otherwise by the Supervising Officer.
- 39.35 The wicket and bowlers' run up area shall be swept to remove debris.
- 39.36 The wicket and bowlers' run up area shall be aerated using a hand fork or approved pedestrian operated motorised spiking machine.
- 39.37 All hollows shall be forked over and reinstated using an approved screened sterilised loam. The loam shall be consolidated by treading and on completion of work the area of reinstatement shall be level with the surrounding table.

- 39.38 The surface shall be lightly raked by hand to form a seed bed and an approved grass seed mix shall be sown over the prepared areas in accordance with the rates detailed in Table 23 and lightly raked in.
- 39.39 The sown areas shall be rolled using an approved hand roller and irrigated in accordance with Section V - Irrigation.

End of Season Renovation of Cricket Table

- 39.40 Within 14 days of the completion of the playing season and in conjunction with the operations detailed in Clauses 35.3, and 35.4, the Contractor shall implement and complete the following renovation work to the cricket table in accordance with this Specification and/or as instructed by the Supervising Officer.

Scarification

- 39.41 The cricket table shall be scarified in order to remove all thatch, dead matter and other deleterious material. Scarification shall be implemented using an approved machine. The full extent of the table shall be scarified in 4 passes with the tines adjusted so that they touch but do not penetrate the soil. Immediately following the completion of scarification, all arisings shall be removed by approved manual and/or mechanical methods, following which the table shall be mown to the minimum cut height in accordance with Table 1 and Table 2.

Solid Tining

- 39.42 On completion of scarification the table shall be aerated using an approved solid tine spiker, the tines of which shall penetrate to a depth of 50mm at 50mm centres. The whole surface of the table shall be spiked and the machine shall travel longitudinally and each pass shall be adjacent to and in the opposite direction from the previous pass.

Top Dressing

- 39.43 On completion of solid tining the Contractor shall apply an approved top dressing to the table.
- 39.44 The top dressing shall be applied at a rate of not less than 3 kg per sq.m.
- 39.45 Immediately prior to the application of top dressing the table shall be mown to the minimum cut height in accordance with Table 1 and Section B - Grass Cutting and Clause 26.0.
- 39.46 Application shall be made by approved manual and/or mechanical methods and an even spread of the material shall be achieved. The top dressing shall be well worked into the surface of the table using either a drag mat, truelute, or drag brush or a combination of all these methods. Following commencement of the operation all work shall be completed within twenty four (24) hours and on completion of the spreading operation, all debris and extraneous material shall be removed from the table and surrounds.

Section D - Sports Provision**40.0 Athletic Tracks and Field Events on Grass****Field:**

- 40.1 The Contractor shall set and mark out the field event landing zones on one (1) occasion on a date to be determined by the Supervising Officer which shall be prior to the summer season track meetings. Line widths, positions, angles and dimensions shall be according to AAA guidelines and/or the Supervising Officer's instructions.
- 40.2 The Contractor shall be responsible for ensuring lines remain clearly visible remarking on a regular basis just prior to facility use.
- 40.3 The Contractor shall inspect the ground following use and shall where required reinstate in accordance with Clauses 34.0 and 35.0. Deep indentations shall be lifted with a fork, prior to incorporating a soil/seed mix, which shall be firmed to a level finish.

General

- 40.4 The Contractor shall implement the maintenance of all detailed athletics tracks, training grids and field event landing zones throughout the Contract Area in accordance with the requirements of this specification and/or such other instructions as the Supervising Officer may issue to the Contractor.

Marking Out

- 40.5 Marking out shall be implemented in accordance with Clause 37.0. Training Grids are standard 8 or 10m squares linked in combinations of 2 to 24 and possibly more. The Supervising Officer shall advise on the correct layouts. The Contractor should note that athletics track markings often include interim start lines and take over boxes. Occasionally colours other than white may be requested for take-over points e.g. sports days and the Contractor shall be deemed to have made due allowance in his Tender rates for so doing.
- 40.6 The Contractor shall set and mark out track and field events in locations and positions as directed by the Supervising Officer. The Contractor shall ensure markings are in place prior to the start of the season and that line widths and dimensions are true and consistent with AAA guidelines and/or the Supervising Officer's instructions.
- 40.7 The Contractor shall re-mark track or field event ensuring all markings remain true, clear and consistent throughout the athletics season. Re-marking is to be carried out on a Monday, unless instructed otherwise by the Supervising Officer.

Pre/Post Match Pitch Renovation

- 40.8 Prior to any marking operation and following each occasion that the pitch is used, the grass shall be inspected and all divots shall be correctly replaced firmed into position and all hollows shall be reinstated using an approved

screened sterilised loam. The loam shall be consolidated by treading and on completion of work the renovation shall be level with the surrounding ground.

Reinstatement

- 40.9 The grass shall be reinstated in accordance with Clause 34.0 and 35.0.

Jump Pits

- 40.10 The Contractor shall, following general use, reinstate the sand to a smooth, evenly raked surface, level with the jump pit edge and take off board. Where hard surfacing surrounds the jump pit, stray sand, if clean, shall be swept back into the jump pit before raking. Contaminated sand, Litter, debris and other aris- ings shall be removed from the jump pit immediately and disposes of.
- 40.11 If the sand becomes compacted, forking over to a depth of 250-300mm prior to raking shall be carried out by the Contractor and the finished surface shall be firm, level and evenly raked.
- 40.12 If insufficient sand prevents a level surface being achieved by the Contractor, then topping up, using an approved grade non staining sand, shall be carried out by the Contractor upon receipt of an instruction from the Supervising Officer.
- 40.13 If the sand has become badly discoloured or polluted, then the Contractor shall remove and replace the sand as required.

Play sand

- 40.14 The play sand surface shall be forked to a depth of not less than 150mm and raked over in order to ensure the uncovering and subsequent removal of all glass and all other hazardous extraneous materials. During this operation the play sand shall be redistributed by the Contractor to an even level over the whole of the sanded area.
- 40.15 On three occasions which shall be immediately following a forking operation implemented during each of the months April, June and August, or as specified on individual Sites by the Supervising Officer, new play sand shall be spread over existing play sand surface in order to ensure minimum depth of 300mm, and the Contractor shall be deemed to have made due allowance in his Tender rates for so doing.

Replacement of Play Sand Surfacing

- 40.16 If so instructed by the Supervising Officer the Contractor shall implement the following work:
- 40.16.a Excavate and remove all existing play sand from the specified area.
- 40.16.b Spread new play sand throughout the specified area to a minimum lightly consolidated depth of 300mm.

Section D - Sports Provision**41.0 Football and Rugby (including Gaelic Football)**

- 41.1 The Contractor shall implement the maintenance of all detailed football and rugby pitches throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.

Cutting

- 41.2 The grass shall be cut in accordance with Section B - Grass Cutting and 27.0.

Marking Out

- 41.3 Marking out shall be implemented in accordance with Clause 37.0. Prior to re-marking, the Contractor shall inspect the playing surface and fill any ruts or holes with an approved sandy loam to ensure safe playing conditions. Stones, Litter or other debris shall be removed. The Contractor shall at the same visit, inspect goal posts (including uprights and sockets), and make any necessary adjustments to ensure they are correctly set, safe and secure. The Contractor shall maintain for each Operational Site written records of all completed inspections, which shall include the date of inspection, findings and details of any remedial work carried out, and should be made available for inspection by the Supervising Officer as required.

Harrowing

- 41.4 Two weeks prior to the commencement of the playing season and at six-week intervals thereafter, the Contractor shall chain harrow the pitch using approved machinery and implements for the duration of the playing season. Harrowing shall be implemented by one pass of the harrows over the whole area and shall be implemented through the length of the pitch only.

Aeration

- 41.5 On six (6) occasions, the first being four (4) weeks after the commencement of and the remainder at regular intervals thereafter during the playing season, all football and rugby pitches shall be slit tined to a depth of not less than 100mm at 150mm spacings using approved machinery.
- 41.6 Any stones and extraneous materials brought to the surface as a result of the aeration shall be removed.

Herbicide Application

- 41.7 If so instructed by the Supervising Officer the Contractor shall apply an approved broad-spectrum selective turf herbicide during the period May to June inclusive.

Fertiliser Application

- 41.8 If so instructed by the Supervising Officer the Contractor shall apply an approved fertiliser during the period May to June inclusive.

Reinstatement

- 41.9 The grass shall be reinstated in accordance with Clauses 34.0 and 35.0.

Spiking

- 41.10 During the playing season the Contractor shall spike localised wet areas of the pitch to assist drainage. This operation shall be implemented using a digging fork, the tines of which shall be inserted vertically to a depth of 100mm at 150mm centres. Any turf lifted during the removal of the tines shall be correctly replaced and firmed into position.

Weed and Feed

- 41.11 If so instructed by the Supervising Officer, the Contractor shall apply an approved Weed-and-Feed product to the Football/Rugby pitches in the second week of June.

42.0 Miscellaneous sports**Definition**

- 42.1 Miscellaneous sports includes, but is not limited to, training grids, volley ball, rounders, softball, netball and kabadi.

General

- 42.2 The Contractor shall if so instructed by the Supervising Officer implement the maintenance of all detailed miscellaneous sports throughout the Contract Area in accordance with the requirements of this specification and/or such other instructions as the Supervising Officer may issue to the Contractor.

Marking Out

- 42.3 Marking out shall be implemented in accordance with Clause 37.0.
- 42.4 The Contractor shall note that training grids shall be marked out on grass areas within schools. The Supervising Officer shall advise the Contractor of the exact positioning of training grids.

Pitch Relocation

- 42.5 The Contractor shall relocate miscellaneous sports pitches regularly in order to avoid excessive wear and to provide a pitch that shall conform in all respects with the recommendations of the sport governing body and to the satisfaction of the Supervising Officer.

Section D - Sports Provision**Pre/Post Match Pitch Renovation**

- 42.6 Prior to initial marking out, following each match and prior to remarking the pitch shall be inspected and all hollows shall be reinstated using an approved, screened sterilised loam. The loam shall be consolidated by treading and on completion of the work the area of the renovation shall be level with the surrounding ground.

Reinstatement

- 42.7 The grass shall be reinstated in accordance with Clauses 34.0 and 35.0. Prior to any marking operation and following each occasion the pitch is used, the grass shall be inspected and all divots shall be correctly replaced and firmed into position and all hollows shall be reinstated using an approved screened sterilised loam. The loam shall be consolidated by treading and on completion of work the renovation shall be level with the surrounding ground.

43.0 Tennis Courts (Grass)**General**

- 43.1 The Contractor shall implement the maintenance of all detailed grass tennis courts throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 43.2 The Contractor shall provide an even tennis court surface free from weeds, pests, and disease and having a healthy sward consisting primarily of fine turf grasses.
- 43.3 Unless otherwise directed the grass tennis season shall commence from (and shall include) the weekend nearest May 1st until (and including) the weekend nearest September 30th.
- 43.4 Unless instructed otherwise by the Supervising Officer, the Contractor shall implement all maintenance operations to the court prior to 10.00.

Cutting

- 43.5 The grass shall be cut in accordance with Clauses Section B - Grass Cutting and 26.0. The courts shall be cut diagonally and on each occasion that the court is cut, the direction of cutting shall be at 90 degrees to the previous occasion.

Switching and Brushing

- 43.6 On the day of and prior to each cutting operation the court shall be switched or brushed, using either a cane, drag mat or drag brush in order to ensure that worm casts and early morning dew are dispersed.

- 43.7 In addition to the switching or brushing required in accordance with Clause 43.6 above, the Contractor shall implement regular switching or brushing as necessary in order to disperse morning dew, to promote a healthy sward and to maintain a playing surface free from worm casts and other debris all to the satisfaction of the Supervising Officer.

Edging

- 43.8 The grass edge of the court shall be cut in accordance with Clause 31.1.

Fertiliser Application

- 43.9 Unless instructed otherwise by the Supervising Officer the Contractor shall apply fertiliser to the court as detailed below.
- 43.9.a Three applications of an approved Spring/Summer Fine Turf Fertiliser. Applications shall be made during the third week of March, the fourth week of May and the fourth week of June.
- 43.9.b Two applications of an approved liquid organic fertiliser. Applications shall be applied during the third week of April and the fourth week of July.
- 43.9.c One application of an approved Autumn/Winter Fine Turf Fertiliser. Application shall be made during the third week of October.
- 43.9.d One application of sulphate of iron, as directed by the Supervising Officer.

Herbicide Application

- 43.10 During the first two weeks of April the court shall receive one application of an approved broad spectrum selective turf herbicide. If so instructed by the Supervising Officer the Contractor shall implement further herbicide applications during the year.
- 43.11 If so instructed by the Supervising Officer the Contractor shall, as an alternative to the applications required in accordance with Clauses 43.9 and 43.10 above, apply an approved weed-and-feed product. Applications shall be made as detailed below:
- 43.11.a At the beginning of April in substitution for both the first herbicide and first spring/summer fertiliser application.
- 43.11.b On subsequent occasions in substitution for later herbicide and spring/summer fertiliser application.

Fungicide Application

- 43.12 The Contractor shall maintain the tennis court free from turf disease using approved turf fungicides. The Contractor shall notify the Supervising Officer immediately of the presence of any turf disease and shall advise the Supervising Officer should work be unable to proceed.

Section D - Sports Provision**Wormicide Application**

- 43.13 The Contractor shall maintain the court free from worms using an approved wormicide.

Moss Killer

- 43.14 The Contractor shall maintain the court free from moss using an approved moss killer.

Irrigation

- 43.15 The court shall be irrigated in accordance with Section V - Irrigation. Irrigation should commence just prior to wilting point of the grass sward, and continue so that healthy and vigorous growing conditions are maintained but not to the extent of providing unseasonably soft playing conditions. If dry patch becomes imminent, hand watering, using a fine rose, shall be carried out following hand spiking of affected areas. The Supervising Officer may instruct the use of a wetting agent in these instances. The proposed times and dates of application shall be approved by the Supervising Officer and the Contractor shall be deemed to have made due allowance for all applications of water attracting/wetting applications in his Tender rates.

Scarification

- 43.16 During the months of March and October, and additionally during June if so instructed by the Supervising Officer, the courts shall be scarified as detailed in Table 7 in order to remove any build up of thatch, dead matter and other extraneous material. This operation shall be implemented using an approved machine. Immediately following the completion of each scarification operation, all arisings shall be removed by approved manual and/or mechanical methods. Immediately following the removal of arisings the courts shall be mown to the minimum cut height in accordance with Table 2 and Section B - Grass Cutting and Clause 26.0.

Table 7 Tennis scarification

Time of implementation	Work Required
March/June	The whole playing surface shall be scarified in 2 passes. On the day of implementation of the work the depth of tine penetration into the sward shall be approved by the Supervising Officer and shall be determined by the accumulation of thatch, dead matter and extraneous material.

Table 7 Tennis scarification (continued)

Time of implementation	Work Required
October	The whole playing surface shall be scarified in 4 passes. The tines shall be adjusted so that they touch but do not penetrate the soil.

Rolling

- 43.17 During March and prior to the start of the playing season and on such other occasions as shall be necessary, the Contractor shall roll the court using an approved hand or self propelled roller of between 300 and 500 kg in weight. On the day the operation is implemented, rolling shall not commence until all surface moisture has evaporated.

Spiking

- 43.18 The court shall be spiked on 6 occasions at regular intervals from mid-May to mid-September and prior to any fertiliser application. The spikes shall penetrate to a depth of 50mm at 50mm centres using an approved machine.

Tining

- 43.19 Unless instructed otherwise by the Supervising Officer the Contractor shall during the first two weeks of October implement one of the following tining operations as instructed by the Supervising Officer:

Hollow Tining

- 43.20 The court shall be hollow tined unless instructed otherwise by the Supervising Officer, using an approved machine. The tines shall penetrate to a depth of not less than 100mm at 50mm centres achieved in a single pass and the extracted cores shall have diameters of between 8 to 12mm. Immediately following hollow tining all extracted cores shall be removed by approved manual and/or mechanical methods.

Solid Tining

- 43.21 The court shall be solid tined unless instructed otherwise by the Supervising Officer, using an approved machine. The tines shall penetrate to a depth of not less than 100mm at 50mm centres achieved in a single pass and shall have diameters of between 6 to 10mm.

Vertidrainage

- 43.22 The court shall be solid tined using an approved Vertidrainer complete with 18mm diameter solid tines, power take off driven by an approved compact trac-

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tor with turf tyres. The tines shall penetrate to a depth of not less than 200mm at 50mm centres achieved in a single pass.

Slitting

- 43.23 During the period from mid May to mid October the Contractor shall slit the court on up to six (6) occasions at regular monthly intervals using an approved machine fitted with taper shaped slitting tines unless instructed otherwise by the Supervising Officer. The tines shall penetrate to a depth of 25-50mm at 150mm centres. The Contractor shall implement slit tining to promote and maintain a healthy sward by relieving surface compaction and assisting aeration and water penetration into the soil.

Reinstatement

- 43.24 The tennis court grass shall be reinstated in accordance with Clauses 34.0 and 35.0.

Top Dressing

- 43.25 Between the third week of October and the second week of November inclusive and on a date approved by the Supervising Officer the Contractor shall apply a top dressing to the court.
- 43.26 The top dressing shall be applied at a rate of either:-
- 43.26.a not less than 3 kg per sq.m. on the occasion of top dressing following solid tining; or
 - 43.26.b not less than 4.5 kg per sq.m. on the occasion of top dressing following hollow tined core extraction; or
 - 43.26.c not less than 8 kg per sq. m. on the occasion of top dressing following vertidrain tining.
- 43.27 Immediately prior to the application of top dressing the courts shall be mown to the minimum cut height in accordance with Table 2 and Section B - Grass Cutting and 26.0.
- 43.28 Application shall be made by approved manual and/or mechanical methods. The material shall be evenly spread and particular attention shall be paid to dressing applied following hollow tined core extraction. The top dressing shall be well worked into the surface and tine holes of the courts using either a drag mat, Truelute, or drag brush or a combination of all these methods. Following commencement of the operation detailed in Clause 43.19 to 43.27 all work shall be completed within twenty four (24) hours and on completion of each spreading operation, all debris and extraneous material shall be removed from the courts, gullies and surrounds. Sand top dressing after vertidrain tining, Clause 43.26.c refers, shall be implemented in two applications each application shall be two (2) weeks apart.

44.0 Goal Posts and Sockets

General

- 44.1 The Contractor shall ensure that all goal posts and sockets are always available for each match fixture on each detailed pitch throughout the Contract Area and shall make all necessary arrangements to ensure the immediate notification to the Supervising Officer of any shortages of goal posts and/or sockets in order that the Supervising Officer can arrange an instruction to the Contractor to supply replacement goal posts and/or sockets.
- 44.2 The Contractor shall supply all materials necessary in order to implement the requirements of this Specification and/or as may become necessary upon the instruction of the Supervising Officer, and the Contractor shall be paid for the supply of goal posts and or sockets in accordance with the Contractors submitted Tender rates less any discount for trade/quantity (Section T - Supply of Materials refers).
- 44.3 The Contractor shall supply approved goal posts, sockets, and socket caps, (and all materials associated therewith) including all transportation, erection, installation, inspection, dismantling, maintenance and replacement in order to ensure that all match fixtures take place on the day and at the time required by the Supervising Officer and that no delay occurs to the playing of any fixture for any reason whatsoever.
- 44.4 The Contractor shall provide an approved dry, safe and secure place of storage of sufficient size to accommodate all goal posts outside their respective playing seasons and all replacement goal posts and sockets (and all materials associated therewith).
- 44.5 The Contractor shall ensure that all goal posts purchased by the Contractor comply with the relevant standard BSEN 748 (2004) and BS 8462 (2005).

Ownership of Goal Posts

- 44.6 All goal posts and sockets made available by the Council to the Contractor at the commencement of the Contract together with all goal posts and sockets supplied by the Contractor (and all materials associated therewith) during the period of the Contract shall remain the property of the Council both for the duration of and at the end of the Contract.

Condition report

- 44.7 At the end of the playing season the Contractor shall submit a report detailing the condition of all goal posts and/or sockets. The format of the report shall be as agreed by the Supervising Officer.

Meaning of Goal Posts

- 44.8 Goal posts shall include uprights, crossbars and sockets as detailed below:

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44.8.a Football

44.8.a.i Metal Construction, 4 metal sockets per pitch, 4 uprights, 2 crossbars and 4 net supports (D-Rings) per pitch.

44.8.b Rugby

44.8.b.i Metal Construction, 4 metal sockets per pitch, 4 uprights (each upright shall comprise of 2 sections) and 2 crossbars per pitch including all nuts, bolts and washers required to connect the uprights, crossbars and sockets together.

44.9 Goal posts shall be managed in accordance with the following categories.

Table 8 Goal Post Category

Category	Goal Post Management
A	Goal posts shall be erected by the Contractor prior to the start of the playing season, shall remain in-situ for the duration of the season and shall be dismantled by the Contractor following completion of the last match of the playing season.
B	Goal posts that are stored on-Site and erected and dismantled by the user on the day of a match fixture and on each subsequent occasion for the duration of the playing season.
C	Goal posts that remain erected throughout the year but are dismantled by the Contractor in order to implement maintenance work to the posts and/or sockets and on completion of the maintenance work the goal posts shall be re-erected by the Contractor.

Sockets

44.10 Prior to the erection of the goal posts the Contractor shall locate and inspect all sockets in order to ensure that the sockets are free from damage, rot and extraneous material and to ensure that the sockets are secure within the ground and shall maintain the goal posts in the position recommended by the respective sports governing body.

44.11 The turf covering the socket shall be removed and disposed of following which the socket's cap shall be removed and retained for recapping of the socket at the completion of the playing season (Clause 44.15 refers).

44.12 Secure, structurally sound sockets shall be left in situ and cleared of any extraneous materials from within the full depth of the socket.

44.13 Sockets that are insecure within the ground shall be re-secured in accordance with the following:

- 44.13.a The area of excavation shall be the minimum area within which it is necessary to excavate in order to resecure the socket.
- 44.13.b The turf over the immediate area of excavation shall be carefully lifted and placed aside for relaying.
- 44.13.c The existing substrate around the socket shall be firmly consolidated. The Contractor shall remove the existing and/or add an additional approved substrate material as necessary in order to ensure the security of the socket in the ground.
- 44.13.d On completion of work the socket shall be secure, within the ground, at the correct depth, location and orientation and the turf shall be replaced ensuring that adjoining turf edges are closely butted and that the turfing is finished at the level of the surrounding grass area. All extraneous material shall be removed from within the socket.
- 44.13.e The Contractor is deemed to have made due allowance in his Tender rates for the operations detailed in Clauses 44.10 to 44.13.d inclusive
- 44.14 Sockets that are damaged or which have deteriorated such that they shall not support the goal post for the duration of the playing season shall be replaced by the Contractor in accordance with the following:
 - 44.14.a The area of excavation shall be the minimum area within which it is necessary to excavate in order to remove the existing and install the new socket.
 - 44.14.b The turf over the immediate area of excavation shall be carefully lifted and placed aside for relaying.
 - 44.14.c The substrate shall be excavated from around the old socket and the socket shall be removed and disposed of. As necessary the new socket pit shall be excavated or refilled to accommodate the replacement socket which shall be placed within the new socket pit at the correct depth and in the correct location and orientation. The new socket pit shall be backfilled with the excavated substrate and/or an additional approved substrate material which shall be well consolidated as the backfilling operation proceeds.
 - 44.14.d On completion of the backfilling operation the socket shall be secure within the ground, at the correct depth, location and orientation and the turf shall be replaced around the area of the socket ensuring that adjoining turf edges are closely butted and that the turfing is finished at the level of the surrounding grass area. All extraneous materials shall be removed from within the socket.
 - 44.14.e The Contractor shall be paid for the operations detailed in Clause 44.14 to 44.14.d in accordance with the Contractors submitted Schedule of Rates.

Erection and Removal of Goal Post, Capping of Sockets

- 44.15 Not more than ten (10) working days or less than two (2) working days prior to the commencement of the playing season all the required goal posts shall be

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removed from store, transported to the Operational Site and the following work shall be implemented:

Category A and C Goal Posts – erection

- 44.16 The goal posts shall be correctly, safely and securely erected with uprights in the sockets and crossbars fitted to uprights and all securing nuts, bolts and washers shall be correctly placed and tightened. The Contractor shall be deemed to have included within his Tender rates for all excavations that shall be necessary in order to lock and unlock uprights into the sockets.

Category B Goal Posts

- 44.17 The goal posts shall be placed safely and securely at the designated storage site and in a manner approved by the Supervising Officer. The Contractor shall provide the Supervising Officer with not less than four (4) days notice of his intention to deliver goal posts to a designated storage site.
- 44.18 Within five (5) days of the last match of the playing season on each pitch the following work shall be implemented by the Contractor.

Category A Goal Posts removal

- 44.19 The goal posts shall be carefully dismantled and transported to the Contractor's place of storage.

Category B goal posts

- 44.20 The goal posts shall be collected from the designated on-site store and transported to the Contractor's place of storage. The Contractor shall provide the Supervising Officer with not less than twenty four (24) hours notice of his intention to collect goal posts from a designated storage site.

Capping of sockets

- 44.21 Immediately following the removal of the goal posts from the sockets or the collection of goal posts from on-site stores, all sockets shall be securely capped and the area of the socket cap shall be turfed ensuring that adjoining turf edges are closely butted and that the turfing is finished at the level of the surrounding grass area.

In-Season Verification of Goal Posts and Sockets**Category A and C Goal Posts**

- 44.22 The Contractor shall be responsible for the safety of all Category A and C Goal Posts at all times throughout the period of the Contract and the Contractor shall be deemed to have made due allowance in his Tender rates for the following.

- 44.22.a The regular inspection of the goal post and implementation of all work necessary to ensure that they are safe, secure within the socket, and that the socket is secure and in good order, all of which shall ensure that the goal posts are in all respects correctly positioned in accordance with the recommendations of the respective sports governing body.
- 44.22.b If goal posts are damaged they shall be repaired as necessary and in a manner that shall ensure that they are safe at all times and to the satisfaction of the Supervising Officer.
- 44.22.c In the event that safe repair of goal posts is not possible then the Contractor shall notify the Supervising Officer immediately, and if so instructed by the Supervising Officer the Contractor shall dispose of the existing and shall supply and erect/install replacement goal posts and/or sockets in accordance with this Specification and the Contractor shall be paid for the operations detailed in Clause 44.22.c in accordance with the Contractors submitted Schedule of Rates.

Category B Goal Posts

- 44.23 The Contractor shall inspect all Category B Goal Posts between each match fixture in order to ensure that the goal posts may be safely and securely erected by the users, and in accordance with the recommendations of the respective sports governing body.
- 44.24 If goal posts are damaged they shall be repaired as necessary by the Contractor and in a manner that shall ensure that they are safe at all times and to the satisfaction of the Supervising Officer. In the event that safe repair is not possible the Contractor shall notify the Supervising Officer immediately, and if so instructed by the Supervising Officer the Contractor shall dispose of the existing and shall supply replacement goal posts which shall be delivered to the designated on-site store.
- 44.25 All sockets used in association with Category B Goal Posts shall be inspected regularly by the Contractor in order to ensure that the socket is secure within the ground and free from all extraneous materials that shall not prevent the insertion into the socket of goal posts erected by the users.
- 44.26 All sockets shall be inspected in order to ensure that they are secure within the ground and correctly positioned in all respects. If necessary, sockets shall be resecured or replaced in accordance with either Clause 44.10 to 44.13 or 44.14 respectively.

Maintenance of Category A and B Goal Posts

- 44.27 During the non-playing season the following work shall be implemented by the Contractor to all goal posts:
 - 44.27.a All tape, string and other extraneous material shall be removed.

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- 44.27.b All goal posts shall be washed using an approved cleaning agent to remove dirt, grease or other deposits.
- 44.27.c All painted metal goal posts shall be wire brushed and/or sanded to remove loose paint, any area showing rust shall be rubbed down to sound unaffected metal and treated with an approved rust-preventing product.
- 44.27.d When dry, painted metal goal posts shall receive an application of a metal primer followed by a coat of white gloss enamel.
- 44.27.e All paint shall be approved by the Supervising Officer and shall be applied in accordance with the manufacturer's instructions.

Maintenance of Category C Goal Posts

- 44.28 During the non-playing season and on dates approved by the Supervising Officer the goal posts shall be dismantled, transported to an approved Site and the following work shall be implemented:
 - 44.28.a All tape, string and other extraneous material shall be removed.
 - 44.28.b All goal posts shall be washed using an approved cleaning agent to remove dirt, grease or other deposits.
 - 44.28.c All painted metal goal posts shall be wire brushed and/or sanded to remove loose paint, any area showing rust shall be rubbed down to sound unaffected metal and treated with an approved rust-preventing product.
 - 44.28.d When dry, painted metal goal posts shall receive an application of a metal primer followed by a coat of white gloss enamel.
- 44.29 On completion of the maintenance work to the goal posts and sockets, Clause 44.13 and 44.14 refers, the posts shall be transported to the pitch and re-erected.
- 44.30 The duration of the period between dismantling and re-erecting Category C goal posts for the purpose of implementing maintenance work to the goal posts and sockets shall not exceed twelve (12) consecutive days.

Occasional Fixtures

- 44.31 If so instructed by the Supervising Officer the Contractor shall supply, transport, erect and subsequently dismantle and return to store goal posts and sockets that shall be required for occasional fixtures. Payment shall be made to the Contractor in accordance with the submitted Tender rates and/or the Daywork Rates as determined by the Supervising Officer.
- 44.32 Any goal posts and/or sockets damaged during maintenance, transportation, erection, installation and/or dismantling shall be replaced at the Contractor's expense.

Section E - Permanent Plantings

45.0 General Requirements

- 45.1 The Contractor shall implement the maintenance of all detailed permanent plantings throughout the Contract Area and all shrubs, roses, bulbs and herbaceous plants therein in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 45.2 The Contractor shall maintain bulbs within permanent plantings in accordance with Clauses 57.1 and 57.3.
- 45.3 The Contractor shall apply his expertise and skill to identify all plant genera, species and varieties/cultivars and consequently shall implement the appropriate maintenance operation where this shall be determined as a consequence of the plants affected.
- 45.4 The Contractor shall ensure that at all times plants and materials within permanent plantings are maintained so they do not create a nuisance or hazard to persons or traffic.
- 45.5 The ground around all plants and supports shall, when necessary, be firmed by treading in order to stabilise plants and protect their roots after frost-heave or wind-rock, particularly before herbicide or fertiliser applications and at the Contractor's expense if deemed necessary by the Supervising Officer following any maintenance operation that has given rise to the instability of any plant or support.
- 45.6 In the event that shrubs and roses are incorrectly pruned the Contractor shall implement remedial pruning or replace the plant to the satisfaction of the Supervising Officer and all such replacement and remedial work shall be implemented at the Contractor's expense.
- 45.7 All arisings shall be disposed of in accordance with Clause 23.0.
- 45.8 All fertilisers shall be applied in accordance with Clauses Section J - Pesticides and Fertilisers.
- 45.9 All pesticides shall be applied in accordance with Clause Section J - Pesticides and Fertilisers.
- 45.10 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 45.11 All plant material shall be supplied by the Contractor in accordance with Clauses Section U - Supply of Plant Material, Turf and Grass Seed.
- 45.12 All planting shall be implemented in accordance with Clauses Section S - Planting.

Section E - Permanent Plantings**46.0 Plant and Bed/Border Maintenance****Fertiliser Application and Cultivation**

- 46.1 During March the following operations shall be implemented:
- 46.1.a Immediately prior to cultivation all Standard 2 and 3 rose beds and herbaceous beds and borders as detailed in Table 7/2 shall receive one application of an approved granular fertiliser, (NPK 20-10-10, or equivalent as approved by the Supervising Officer) at the rate of 70 g/m², which shall be applied evenly over the soil surface between plants and lightly forked it in.
 - 46.1.b All Standard 2 and 3 rose beds and herbaceous beds and borders shall be cultivated with a fork to a depth of 50mm leaving the soil surface free from depressions and undulations and with a maximum crumb size of 25mm in any dimension. Where a bed or border abuts a grass area, the edge profile shall on completion of cultivation be formed and maintained, where appropriate, to have a clean, vertical edge between 75mm-100mm high at an angle of 15° sloping inwards. During preparation of the edge profile any surplus soil generated shall be distributed evenly over the surface of the bed.
 - 46.1.c All stones exceeding 50mm in any dimension together with all weeds roots and other arisings shall be removed.
 - 46.1.d Cultivation and fertiliser application shall be implemented when ground conditions are suitable, i.e. when the soil is free from frost, snow and standing water.

Weed Control

- 46.2 For the purpose of this specification, 'Weeds' include all unwanted vegetation, (leaves unless instruction otherwise by the Supervising Officer) twigs, branches, seedlings, suckers, blossom and any other items considered by the Supervising Officer to be detrimental to the appearance of the permanent planting.
- 46.3 The Contractor shall implement weed control within permanent plantings in accordance with one of the standards detailed in Table 9.

Table 9 Weed Control Standards

Standard	Work Required
1. Mulched	Maintain in a weed free condition by the application of approved contact herbicide and/or approved translocated herbicide, and approved manual weed control; Clauses 46.5 to 46.8 below refer.

Table 9 Weed Control Standards (continued)

Standard	Work Required
2. No Mulch	Maintain in a weed free condition by the application of an approved contact herbicide, and/or approved translocated herbicide, and/or approved manual weed control, Clauses 46.9 to 46.11 below refer.
3. No Mulch	Maintain in a weed free condition using approved manual weed control only. Following the removal of weeds the soil shall be cultivated with a hoe to remove footprints, create an even tilled appearance free from depressions and undulations and to leave the bed/border neat and tidy.

Approved Manual Weed Control

- 46.4 During the removal of weeds by hand, hoeing and forking out the Contractor shall not damage or render any permanent plant unstable.

Mulched areas;

- 46.5 On mulched permanent plantings weeding shall include hand weeding and forking out only (i.e. no hoeing).
- 46.6 Hand weeding and forking out shall include the careful and thorough removal of the roots of deep-rooted perennial weeds.
- 46.7 The manual weeding of mulched surfaces shall not incorporate the mulch into the underlying soil or leave areas of soil exposed. In order to remove weeds from mulched plantings the mulch shall, where necessary, be raked clear of the area of work, the weeds removed and the mulch reapplied to the depth specified in Clause 46.12 below.
- 46.8 During the removal of weeds and arisings the Contractor shall ensure that the removal of soil and/or mulching material is minimal.

Un-mulched areas;

- 46.9 On un-mulched permanent plantings manual weeding shall include hand weeding, hoeing and forking out.
- 46.10 Hand weeding and forking out shall include the careful and thorough removal of the roots of deep-rooted perennial weeds.
- 46.11 During the removal of weeds and arisings the Contractor shall ensure that the removal of soil is minimal.

Section E - Permanent Plantings

Bark Mulch Maintenance

- 46.12 The Contractor shall regularly inspect all bark mulched permanent plantings in order to ensure that the bark mulch is maintained to a depth of not less than 50mm over the surface of the bed.
- 46.13 Where bark mulch abuts a grass or hard area, the edge profile shall be pushed back to a slope of 45 degrees and maintained neat and tidy at all times.
- 46.14 Where necessary existing bark mulch shall be redistributed to the specified depth and/or topped up with new bark mulch. The Contractor shall be responsible for maintaining a minimum 50mm depth of bark, and is deemed to have allowed in his Tender rates for so doing.
- 46.15 Re-mulching shall only be implemented to surfaces that have been cleared of weeds, Litter and all other extraneous materials.
- 46.16 In order to maintain the specified depth of bark mulch adjacent to grass or hard edges the Contractor shall where necessary rake back the existing bark mulch, remove the underlying soil and re-mulch to the depth specified in Clause 46.12.
- 46.17 All soil removed during the operation detailed in Clause 46.16 shall be disposed of unless instructed otherwise by the Supervising Officer.

Pest and Disease Control

- 46.18 The Contractor shall notify the Supervising Officer immediately should any rose or herbaceous plant be affected by Pest and/or Disease. Subject to the approval of the Supervising Officer the Contractor shall treat the affected plant using an approved pesticide. The Contractor shall be deemed to have included for this in his Tender rates.

Removal of Spent Vegetation (Herbaceous Plants)

- 46.19 During November and prior to the implementation of the operations detailed in Clause 46.1 above, the Contractor shall implement the cutting back and clearance of all spent flowers, foliage and flower stems from all herbaceous plants. Cutting back shall be implemented by hand, hand shears and/or by mechanical means approved by the Supervising Officer and on completion the bed/border shall be left in a neat and tidy condition.

Dead Flower Removal

- 46.20 On dates determined by the Supervising Officer the Contractor shall implement the removal of dead and dying flowers on five occasions during the period July to September inclusive using sharp and properly adjusted secateurs, ensuring cuts are clean, free from splits, crushing and torn bark. The stem shall be pruned back to the most vigorous live bud or lateral below the flower head removing no more than 35% of the stem.

Sucker Removal

- 46.21 When implementing the operations detailed in Clauses 46.20 and 46.40, all plants shall be inspected and suckers shall be pulled out at their point of origin. Suckers shall only be cut out in extreme circumstances, using sharp and properly adjusted secateurs. The Contractor shall, if necessary, excavate the soil directly around any sucker to expose the point of origin, prior to removal. Following the removal of suckers the excavated soil shall be returned to the excavation and lightly consolidated by treading.

Lift and Separate (Herbaceous Plants)

- 46.22 The Contractor shall implement the lifting and separation of herbaceous plant material as required. The Contractor shall replant existing stock to maximise the herbaceous border display and maintain the longevity of the plant varieties. All replanting shall be in accordance with Clauses 81.15 and 81.18 and the Contractor is deemed to have made due allowance in his Tender rates for so doing.
- 46.23 Pruning shall be implemented in accordance with the details set out below. However, in the event of doubt or difficulty the Contractor shall clarify the matter with the Supervising Officer before proceeding with the Service. Where pruning is required in situations that are not detailed within the Specification or by instructions issued by the Supervising Officer then the Work shall be implemented in accordance with good horticultural practices as prescribed by the Royal Horticultural Society.
- 46.24 Pruning shall be implemented using parrot billed secateurs, parrot billed pruners and/or pruning saws as appropriate for the type of work involved. In addition hand shears may be used to prune shrubs included in Group E. The tools used shall at all times be sharp and properly adjusted. All stems shall be clean-cut free from splits, crushing and torn bark.
- 46.25 The Contractor shall be required to make every effort to reuse wood chippings arising at the time of pruning on to shrub beds (e.g. the direct use of wood chippings produced in the parks either as a plant mulch or as surfacing for paths) or recycle green waste arisings from his operations on this Contract (Clause 23.0 refers).

Shrub Pruning

- 46.26 The Contractor shall implement pruning work in accordance with the following details and is deemed to have made due allowance in his Tender rates for so doing:
- 46.27 Pruning shall be implemented in order to build and maintain healthy, vigorous shrubs with a strong framework whilst retaining the natural habit and balance and ensuring that the maximum amount of flowering wood is produced.

Section E - Permanent Plantings

- 46.28 All growth inconsistent with the plant species and/or cultivar shall be pruned out at the point of origin and this shall include; fasciation, reversion, rootstock/stem union suckers and wood at variance with the normal habit of the plant. Pruning cuts shall be made above live outward facing buds or laterals. Stems removed completely shall be cut flush with the adjoining stem, or at ground level.
- 46.29 Pruning shall be implemented to ensure that gas vents, windows, fire exits, doorways and drainage gullies shall be kept clear at all times. The Contractor shall ensure that shrubs are maintained and/or pruned to prevent a nuisance or hazard to pedestrian traffic on any footpath or highway.
- 46.30 Pruning shall consist of the removal of damaged, dead and diseased wood, and occasional light shaping by the removal of wood inconsistent with the natural habit. Pruning may be implemented throughout the year.
- 46.31 Remove wood that has flowered, back to the most vigorous bud or lateral. Cut out at the base and/or throughout the plant sufficient ageing wood to promote new growth while retaining sufficient current year's wood to produce the following season's flower. All damaged, dead, diseased and weak shoots shall be removed completely. Pruning shall be carried out immediately after flowering.
- 46.32 Remove all damaged, dead and diseased growth. Cut out at the base and/or throughout the plant sufficient ageing wood to promote new growth while ensuring abundant flower and the lasting quality of the plant through the retention of a satisfactory balance of varying aged stems.
- 46.33 All damaged, dead, diseased and weak shoots shall be removed completely. Prune back all previous season's wood to retain 2 to 4 buds per stem. Pruning shall be carried out during March.
- 46.34 Pruning shall consist of the removal of damaged, dead and diseased portions of the plant and the removal of the previous season's flower heads together with a maximum of 25mm of the previous season's non-flowering wood. Pruning shall be carried out in April.
- 46.35 Pruning shall consist of the removal of damaged, dead and diseased portions of the plant and the removal of the previous season's flower heads. Plants shall be pruned to achieve an uneven finish and flower heads shall be removed at varying heights from below the lowest flower on the spike, to a maximum of 15mm into non-flowering wood. The aim shall be to produce a finished plant that shall have an attractive, natural shape.
- 46.36 Summer flowering plants shall be pruned between Mid-March to Mid-April.
- 46.37 Spring flowering plants shall be pruned immediately after flowering.

Wall Trained Shrubs

- 46.38 Pruning shall be implemented to ensure that gas vents, windows, fire exits, doorways, down pipes, vent pipes, gutters and the like are kept clear at all times.

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Plant supports and ties shall be maintained in accordance with Clauses 47.0 and 48.0 herein:

- 46.38.a Pruning shall consist of the cutting back of extension growth in order to retain the plant within the area of available support and stems in such a manner as to prevent any undermining of the stability of the plant and/or the impairment of the function or stability of all or part of the building, wall, or other structure on which the plant is trained. If growth is crowded, the Contractor shall select and retain a main framework and all superfluous stems shall be pruned out. All dead, diseased or damaged wood shall be pruned out completely. Without prejudice to the foregoing, pruning shall be implemented during November.
- 46.38.b Pruning shall consist of the removal of dead, diseased or damaged portions of the plant and the cutting back of extension growth to within 30/40mm of the main framework of the plant unless the species dictates otherwise. Without prejudice to the foregoing, pruning shall be implemented during April.
- 46.38.c Remove all damaged, dead and diseased growth; prune back the old flower heads to a strong pair of buds. Cut out at the base and/or throughout the plant sufficient ageing wood to promote new growth while ensuring abundant flower and the lasting quality of the plant through the retention of a satisfactory balance of varying aged stems.
- 46.39 Pruning shall be carried out between March - April inclusive in accordance with the foregoing.
- 46.39.a Every other year cut out all the old wood to 50-80mm of ground level to promote a crop of young stems and remain decorative throughout the winter. Pruning shall be carried out between March - April inclusive.
- 46.39.b Every other year cut out all the old wood to within 600-900mm of ground level, resulting in time in the building up of spurs to promote a crop of young stems and remain decorative throughout the winter. Pruning shall be carried out between March - April inclusive.

Rose Pruning

- 46.40 Pruning shall be implemented to all roses in order to secure and promote a well balanced floriferous plant, the framework of which shall be young, vigorous and free from weak and diseased growth. Pruning shall be implemented during the period February to March inclusive and prior to the work detailed in Clause 46.0. Cuts shall be to live outward facing buds or laterals. Stems that are to be pruned out completely shall be cut flush with the adjoining stem or flush with the root-stock.
- 46.41 Hybrid Tea (Established 1 year +)
- 46.42 The framework shall be selected and shall consist of from three to five of the most vigorous, healthy, closely budded stems. Of the selected stems the most vigorous shall be pruned back to about 75 - 100mm to retain three to five buds

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per stem. Less vigorous stems and strong laterals shall be pruned back to retain two to three buds per stem. All damaged, dead, diseased, weak shoots and old unproductive stems shall be pruned out completely. As these roses are usually grown for their large showy blooms it is important that excess flower buds are removed. These are usually found in clusters beneath the terminal bud and shall be pinched out while they are still small.

Floribunda (Established 1 year +)

- 46.43 The framework shall be selected and shall consist of from five to seven of the most vigorous, healthy, closely budded stems. Of the selected stems the most vigorous shall be pruned back to about 150mm to retain four to five buds per stem, less vigorous stems and strong laterals shall be pruned back to retain two to four buds per stem. All damaged, dead, diseased, weak shoots and old unproductive stems shall be pruned out completely. All wood that is removed in this process shall be of the previous season's growth. Only in exceptional circumstances shall older wood be removed.

Shrub and Specie Roses (Established 1 year +)

- 46.44 Shrub and Specie Roses shall be pruned in a manner appropriate to the particular species or variety. The aim shall be to retain the natural habit of the plant, to remove all dead and diseased growth, to cut out at the base and/or throughout the bush sufficient ageing wood to promote new growth while maintaining abundant flower through the retention of a satisfactory balance of varying aged stems which shall ensure the lasting quality of the plant.

Ground Cover Roses (Established 1 year +)

- 46.45 Prune back flowered laterals to retain 2 to 4 buds per stem. Cut back the tips of main framework stems to the nearest healthy bud or lateral, prune back any vigorous vertical stems in order to retain the ground cover habit. All damaged, dead, diseased, weak shoots and old unproductive stems shall be pruned out completely.

Trellis/Wall Trained Roses (Established 1 year +)

- 46.46 Prune back flowered laterals to retain two (2) to four (4) buds per stem. Prune back the main framework stems to a healthy bud or lateral in order to retain the plant within the area of available support. If growth is crowded then selected stems shall be pruned back to the main framework or cut out at the base. New basal and vigorous lateral growth shall be pruned back to a healthy bud as necessary in order to maintain the shape of the plant and to provide suitable replacements for old unproductive framework stems. All damaged, dead, diseased, weak shoots and old unproductive stems shall be pruned out completely.
- 46.47 The Contractor shall refer also to Clause 47.0 and 48.0.

Autumn Pruning

- 46.48 During November/December the Contractor shall implement Autumn pruning to Hybrid Tea and Floribunda Bush and Standard Roses. All stems which exceed 7mm in diameter shall be pruned back by approximately one third of their length using sharp and properly adjusted secateurs. The Contractor shall remove dead, diseased, crossing, weak or damaged shoots by pruning back to an outward facing bud. The Contractor shall re-tie and/or re-stake standard roses as necessary.

47.0 Plant Supports**Herbaceous Plants**

- 47.1 The Contractor shall determine the requirement for and shall install as necessary an approved method of support for herbaceous plants. The support shall be installed following the onset of growth and shall be of a size and durability to ensure that the plants are supported throughout the growing and flowering season. Supports shall not distort the natural habit of the plant and shall as growth proceeds be concealed within the natural framework of the plant.
- 47.2 All herbaceous plant supports shall be removed during the implementation of the work detailed in Clause 46.19.

Trellis/Wall Trained Plants and Roses

- 47.3 When pruning is implemented in accordance with Clauses 46.22 and 47.0 all supports shall be inspected to ensure they are stable, free from damage and/or deterioration.
- 47.4 Rustic trellis supports that require replacement in part or in total shall be replaced by the Contractor, to match existing in all respects. All sectional pieces shall be secured to the uprights by screws or nails. All existing or replacement uprights shall be made secure within the ground.
- 47.5 Insecure standard rose stakes shall be re-firmed as necessary to provide firm vertical support to the plant. Replacement stakes shall be driven into the ground adjacent to the stem of the rose and the top of the stake shall be 20mm below the lowest scion bud.
- 47.6 Unless instructed otherwise by the Supervising Officer support for wall trained shrubs and roses shall consist of galvanised horizontal wires fixed at 300mm centres starting at 400-600mm from ground level, fixed to 100mm zinc plated vine screw eyes. Screw eyes shall be fixed in pre-drilled holes fitted with masonry wall plugs. Horizontal wires shall be tensioned by galvanised straining bolts fixed to a holdfast.

Section E - Permanent Plantings**48.0 Ties****Wall Trained Plants**

- 48.1 All wall trained plants shall, during pruning work, be tied and/or retied to the supports in order to achieve a balanced distribution of stems over the area of the plant support. Ties shall be dark plastic covered wire with galvanised wire core, 4mm overall, 3mm core. Ties shall be of sufficient length to retain the stem in the desired position while allowing for seasonal expansion growth.

49.0 Verification of Plants, their Supports and Ties

- 49.1 All plants, supports and ties shall be inspected to ensure they are correct in all respects and if necessary additional or replacement supports and ties shall be provided to old or fresh growth, in accordance with the following details:
- 49.1.a Herbaceous plants shall be inspected on four (4) occasions spaced evenly between and mid September and additionally after strong winds and heavy rains during this period.
- 49.1.b Trellis/Wall Trained Roses and Wall Trained Plants shall be inspected on two (2) evenly spaced occasions during the twelve (12) month period following the implementation of work detailed in Clauses 47 and 48 and in addition after strong winds during the same period.

50.0 Localized Soiling

- 50.1 If so instructed by the Supervising Officer the Contractor shall implement the following work:

Un-mulched Beds and Borders

- 50.1.a The area shall be filled using an approved topsoil which shall be graded and levelled, lightly consolidated and cultivated to produce a true and even surface free from depressions and undulations with a maximum soil surface crumb size of 25mm in any dimension. Where the edge of the area abuts a grass or hard edge, the edge profile shall be formed and maintained, where appropriate, to have a clean, vertical edge between 75mm-100mm high at an angle of 15° sloping inwards. During preparation of the edge profile any surplus soil generated shall be distributed evenly over the surface of the area. On completion of soil preparation the area shall be firm but not compacted and the finished level shall conform with the surrounding soil surface.

Mulched Beds and Borders

- 50.2 The area shall be prepared in accordance with Clause 50.1.a following which the area shall be mulched using an approved bark mulch. The bark mulch shall be applied evenly over the soil surface to a consolidated depth of not less than 50mm. Where the bark mulch abuts a grass or hard edge, the edge profile shall

be formed and maintained, where appropriate, to have a clean, vertical edge between 75mm-100mm high at an angle of 15° sloping inwards. During preparation of the edge profile any surplus soil generated shall be distributed evenly over the surface of the area.

51.0 Mulching

- 51.1 The Contractor shall apply an approved bark mulch to all new permanent plantings in accordance with the requirement of this specification and/or such other instructions issued to the Contractor by the Supervising Officer.
- 51.2 The area to be mulched shall be cleared of all weeds, Litter, and other extraneous material.
- 51.3 The topsoil shall be cultivated with a fork to a depth of 50mm leaving the soil surface free from depressions and undulations with a maximum crumb size of 25mm in any dimension. Following cultivation, the soil surface shall be lightly consolidated by treading and raked to a fine tilth.
- 51.4 Where the bed/border abuts a grass or hard edge, the edge profile shall be formed and maintained, where appropriate, to have a clean, vertical edge between 75mm-100mm high at an angle of 15° sloping inwards. During preparation of the edge profile any surplus soil generated shall be distributed evenly over the surface of the area. On completion of soil preparation the area shall be firm but not compacted and the finished level shall conform with the surrounding soil surface.
- 51.5 The Contractor shall ensure that the planting area to be mulched and 300mm beyond is thoroughly watered to the satisfaction of the Supervising Officer prior to the spreading of bark mulch.

New Plantings

- 51.6 The Contractor shall apply an approved bark mulch to a consolidated depth of not less than 50mm within 7 days of planting thereof. The mulch shall be applied to the full extent of the planting area and shall extend 100mm beyond any natural spread of the individual or group of shrubs or ground cover plants or planting pit thereto, whichever is the greater except where abutting grass areas, or hard surface areas, whereupon the edge of the foregoing shall determine the extent of the mulching.

Existing Plantings

- 51.7 The mulch shall be applied evenly to a consolidated depth of not less than 50mm over the whole soil surface, ensuring that the bark mulch is spread under the perimeter of ground hugging plants and in direct contact with the stem base of upright growing plants.

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- 51.8 The Contractor shall, fourteen (14) days after the completion of the initial bark mulching operation, inspect the bark mulched area and implement any work necessary in order to ensure that the mulch is correctly distributed and to the specified depth and the Contractor shall be deemed to have included within his Tender rates for this operation.
- 51.9 If so instructed by the Supervising Officer, the Contractor shall apply an approved bark mulch to established bed/borders as directed, and in accordance with Clause 51.6.

Section F - Seasonal Bedding Displays

52.0 General Requirements

- 52.1 On a date agreed by the Supervising Officer the Contractor shall obtain a minimum of three (3) quotations for the annual supply of seasonal bedding plants (which shall include spring and summer bedding plants) from suppliers prior approved by the Supervising Officer. The Supervising Officer shall issue an instruction confirming which of the suppliers shall be used for the annual supply of seasonal bedding plants and the Contractor shall on receipt of the delivery of the plants and at the respective delivery time be paid for the supplier's invoiced amount less any discount for trade/quantity.
- 52.2 The Contractor shall implement the planting and maintenance of seasonal bedding in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 52.3 The Contractor shall be responsible for calculating the correct quantities of seasonal bedding plants that shall be required in order to produce the designs detailed in the Planting Plans and Schedules of Seasonal Bedding issued to the Contractor by the Supervising Officer. Bedding plants shall be supplied in accordance with Appendix 8.
- 52.4 In locations where seasonal bedding areas adjoin the highway the Contractor shall comply with all Road Traffic Regulations and other current legislation.
- 52.5 The Contractor shall apply his expertise and skill to identify all plant genera, species and varieties/cultivars and consequently shall implement the appropriate maintenance operation where this shall be determined as a consequence of the plants affected, and carried out in accordance with good horticultural practices.
- 52.6 The Contractor shall obtain adequate supplies of water required in the provision of the Service in this Specification, and shall be deemed to have allowed in his Tender rates for so doing.
- 52.7 The Contractor shall make arrangements to take possession of, temporarily store, water, maintain and transport all the plant material to Operational Sites throughout the Contract Area, and shall be deemed to have allowed in his Tender rates for so doing.
- 52.8 The Contractor shall be required to supply the Supervising Officer with details of the methods, materials and transport facilities which shall be provided to protect plant material during transit, temporary storage and delivery so that all seasonal bedding plants planted at each and every planting Site are in perfect condition.
- 52.9 All seasonal bedding plants shall be thoroughly watered immediately prior to planting.

Section F - Seasonal Bedding Displays

- 52.10 The Contractor shall ensure that at all times all plants and materials within planted areas are kept so they do not create a nuisance or danger to persons or traffic.
- 52.11 Seasonal bedding plants shall be lifted (recycled by the Contractor whenever possible) and replaced by the subsequent seasonal bedding plants during the periods indicated in Table 10.

Table 10 Seasonal Bedding

Task	During the Period
Remove Spring Bedding Plants	Generally last 2 weeks of May
Remove Summer Bedding Plants	Generally last 2 weeks of September
Plant Spring Bedding Plants	Generally first 2 weeks of October
Plant Summer Bedding Plants	Generally first 2 weeks of June

- 52.12 The Contractor shall, three weeks prior to the commencement of each of the periods indicated in Table 10, obtain the Supervising Officer's approval in respect of the Contractor's proposed dates for the implementation of the work. Following completion of the removal of seasonal bedding plants and ground preparation the planting of the subsequent seasonal bedding shall be completed within fourteen (14) days.
- 52.13 The Contractor shall be responsible for the successful establishment of all seasonal bedding plants. At the sole discretion of the Supervising Officer all replacement plants and replanting required during this establishment period shall be implemented within seven (7) days and at the Contractor's expense where in the reasonable opinion of the Supervising Officer the failures have been due to any deficiency, omission or defect in the performance of the Contractor.
- 52.14 The Contractor shall notify the Supervising Officer of any instances of vandalism or damage which occur to the structure beds or planters, e.g. missing granite setts, within twenty four (24) hours of detection.
- 52.15 All arisings shall be disposed of in accordance with Clause 23.0.
- 52.16 All fertilisers shall be applied in accordance with Section J - Pesticides and Fertilisers.
- 52.17 All pesticides shall be applied in accordance with Section J - Pesticides and Fertilisers.
- 52.18 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 52.19 All seasonal bedding plants shall be supplied by the Contractor in accordance with Clauses 86.1, 86.2, 86.2 and 86.3.

53.0 Planting and Maintenance

Removal of Plant Material

- 53.1 The bed shall be cleared of all seasonal plant material, weeds and other arisings. The plants including root balls shall be lifted by fork and soil adhering to roots shall be shaken off at the time of lifting. When lifting bulbs the whole of the plant shall be lifted in order to ensure that there shall be no volunteers growing in subsequent bedding displays. The Contractor shall be deemed to have made due allowance in his Tender rates for the removal of all volunteers that may arise in subsequent displays.

Cultivation and Fertiliser Application

- 53.2 Following the removal of plant material the soil shall be cultivated using an approved Rotavator or by hand digging to a depth of 200mm, following which an approved fertiliser shall be applied evenly over the soil surface and lightly worked in.
- 53.3 If so instructed the Contractor shall apply an approved ameliorant to the bedding areas.

Consolidation and Shaping

- 53.4 Following cultivation and fertiliser application the soil shall be lightly consolidated by treading, following which the soil shall be raked to a fine tilth and finally shaped to a slightly convex profile. Where a bed or border abuts a grass area, the edge profile shall on completion of cultivation be formed and maintained, where appropriate, to have a clean, vertical edge between 75mm - 100mm high at an angle of 15° sloping inwards. During preparation of the edge profile any surplus soil generated shall be distributed evenly over the surface of the bed. The soil profile shall be an even plateau, between 25 and 100mm above the surrounding area, with the soil edges pushed back and sloped upward at an angle of approximately 45° away from the surrounding area. The Contractor shall remove or add approved soil to achieve this profile and the Contractor shall be deemed to have made due allowance in his Tender rates for so doing.
- 53.5 All stones exceeding 25mm in any dimension together with all weeds, roots and other extraneous material brought to the surface during the operations detailed in Clauses 53.2 and 53.4 above shall be removed.

Planting

- 53.6 Using a trowel, planting holes shall be excavated and shall be large enough to accommodate the root ball without restriction. Each plant shall be removed from its container and placed upright in the hole and the root ball shall be at the correct depth below the soil surface. The hole shall be backfilled with the excavated

Section F - Seasonal Bedding Displays

soil and the soil around each plant shall be firmed in place by hand, avoiding excessive soil compaction and damage to the root ball and stem of the plant.

- 53.7 If bulbs are not to be inter-planted the Contractor shall, following the completion of planting work, lightly cultivate the soil to remove footprints, create an even tilled appearance free from depressions and undulations and leave the bed neat and tidy.
- 53.8 If bulbs are to be inter-planted, the work detailed in Clause 53.7 above shall be implemented in accordance with Clause 56.13 and 56.14.

Bulbs

- 53.9 Refer to Section G - Bulbs.

Irrigation

- 53.10 Irrigation shall be implemented in accordance with Section V - Irrigation.

Weed Control

- 53.11 All seasonal bedding shall be maintained in a weed free condition from the time of planting until lifting (removal from beds during the periods as indicated in Table 10) by approved manual methods which shall include hand weeding, hoeing and forking out as shall be necessary.
- 53.12 Following the removal of weeds, the soil shall be lightly cultivated with a hoe in order to remove footprints, create an even tilled appearance free from depressions and undulations and leave the bed/border neat and tidy.
- 53.13 During the removal of weeds by hand, hoeing and forking out the Contractor shall not damage or render the seasonal bedding plants unstable and shall ensure that the removal of soil from the bed is minimal.

Dead Flower Removal

- 53.14 The Contractor shall ensure that at no time during the period of the bedding display is the visual quality of the bedding reduced by the presence of dead flowers. The Contractor shall keep the bedding displays substantially free from dead flower heads, with particular attention to Geranium, Marigold and Antirrhinum, throughout the period of display, by hand picking and/or with sharp, properly adjusted secateurs, to the satisfaction of the Supervising Officer. The Contractor is deemed to have made due allowance in his Tender rates for so doing.

Plant Support

- 53.15 The Contractor shall stake and tie all plants detailed in the planting plans and schedules at the time of planting. Supports shall consist of 25mm x 25mm Tanalised™ stakes, bamboo canes or alternatives approved by the Supervising Officer. Standard and half standard plants shall be staked. Stakes shall be driven

into the soil adjacent to the stem of the plant and shall provide firm vertical support. Ties shall be fitted and shall be of sufficient length to retain the stem in a secure vertical position without chafing or constriction. The stake shall not detract from the visual amenity of the display.

- 53.16 The Contractor shall provide additional or replacement approved stakes and ties as necessary in order to support the plant in a secure vertical position throughout the period of the display.

Pest and Disease Control

- 53.17 The Contractor shall notify the Supervising Officer immediately in the event of a pest or disease affecting seasonal plantings detailing the variety of plant or plants affected and identifying the pest or disease present. Subject to the approval of the Supervising Officer the Contractor shall treat the affected plant using an approved pesticide.

54.0 Seasonal Bedding within Planters and Urns

Removal of Plant Material

- 54.1 The removal of plant material shall be implemented in accordance with Clause 53.1.

Topping Up

- 54.2 Following the removal of plant material and prior to pre-planting preparation, the planting compost within the container shall be topped up to within 25mm of the top of the planter/urn using an approved planting compost.

54.3 Pre-Planting Preparation

- 54.4 Following cultivation an approved fertiliser shall be added to the planting compost. To produce a fine friable planting mixture the compost shall be cultivated to a depth of 200mm, or to the depth of the planter/urn should this be less than 200mm, lightly consolidated and levelled by rake, hand or hand fork.

Planting

- 54.5 Planting shall be implemented in accordance with Clause 53.4.
- 54.6 If bulbs are not to be inter-planted the Contractor shall, immediately following the completion of planting work, lightly cultivate the compost to create an even tilthed appearance free from depressions and undulations and to leave the container neat and tidy.
- 54.7 If bulbs are to be inter-planted, the work detailed in Clause 54.6 above shall be implemented in accordance with Clauses 56.1 and 56.2.

Section F - Seasonal Bedding Displays**Bulbs**

54.8 Refer to Clause Section G - Bulbs.

Dead Heading

54.9 Dead heading shall be implemented in accordance with Clause 53.14.

Plant Support

54.10 Plant support shall be implemented in accordance with Clause 53.15.

Pest and Disease Control

54.11 Pest and disease control shall be implemented in accordance with Clause 53.16.

Irrigation

54.12 Irrigation shall be implemented in accordance with Clause Section V - Irrigation.

Weed Control

54.13 All seasonal bedding shall be maintained in a weed free condition from the time of planting until lifting (removal from beds during the periods as indicated in Table 10) by approved manual methods which shall include hand weeding, hoeing and forking out as shall be necessary.

54.14 During the removal of weeds the Contractor shall take due care not to remove the planting medium or to render the plants within the planter/urn unstable.

Section G - Bulbs

55.0 General Requirements

- 55.1 The Contractor shall provide bulbs and shall implement the planting and maintenance of bulbs throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 55.2 The Contractor shall be responsible for calculating the correct quantities of bulbs that shall be required in order to produce the designs detailed in the Planting Plans and Schedules of Bulb Planting issued to the Contractor by the Supervising Officer.
- 55.3 Prior to planting all bulbs shall be treated in order to prevent fungal and bacterial diseases using approved pesticides.
- 55.4 The planting of bulbs for naturalising shall be implemented during October (Clauses 56.4, 56.5, 56.6 and 56.7 refer).
- 55.5 The Contractor shall provide storage and transport facilities that ensure all bulbs planted at each and every planting Site are in perfect condition.
- 55.6 All arisings shall be disposed of in accordance with Clause 23.0.
- 55.7 All fertilisers shall be applied in accordance with Clauses Section J - Pesticides and Fertilisers.
- 55.8 All pesticides shall be applied in accordance with Clause Section J - Pesticides and Fertilisers.
- 55.9 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 55.10 All bulbs shall be supplied by the Contractor in accordance with Clauses 86.1, 86.2 and 86.5.

Definition

- 55.11 The word bulb shall mean all species as detailed in Table 11 and any others as may be added to Table 11 by the Supervising Officer.
- 55.12 The depth of bulb planting shall be in accordance with Table 11.
- 55.13 Naturalising bulbs shall be planted in accordance with the planting density requirements indicated in Table 11.

56.0 Preparation and Planting

Seasonal Plantings

- 56.1 Using a hand trowel, planting holes shall be excavated and shall be large enough to accommodate the bulb ensuring that the base of the bulb shall be in firm contact with the base of the planting hole.

Section G - Bulbs

- 56.2 The bulb shall be placed within the hole, covered with the excavated soil and firmed with the hand. Following completion of the planting work the Contractor shall lightly cultivate the soil to remove footprints, create an even tilled appearance free from depressions and undulations and to leave the planting area neat and tidy.
- 56.3 The bulb shall be placed within the hole, covered with the excavated compost and firmed with the hand. Following completion of the planting work the Contractor shall lightly cultivate the compost to create an even tilled appearance free from depressions and undulations and to leave the container neat and tidy.

Beds and Borders

- 56.4 Prior to cultivation or planting any mulching materials present shall be raked to the perimeter of the planting area and shall be redistributed over the newly planted area on completion of the following work.
- 56.5 The area to be planted shall be cultivated with a fork, to a depth of 200mm incorporating an approved fertiliser, applied evenly over the whole surface of the planting area. The planting area shall then be lightly consolidated by treading and raked level, prior to planting. Where a bed/border abuts a grass area, the edge profile shall on completion of cultivation be formed and maintained, where appropriate, to have a clean, vertical edge between 75mm-100mm high at an angle of 15° sloping inwards. During preparation of the edge profile any surplus soil generated shall be distributed evenly over the surface of the bed.
- 56.6 Using a hand trowel, planting holes shall be excavated and shall be large enough to accommodate the bulb ensuring that the base of the bulb shall be in firm contact with the base of the planting hole. The bulb shall be placed within the hole, covered with the excavated soil and firmed with the hand. Following completion of the planting work the Contractor shall lightly cultivate the planted area to remove footprints, create an even tilled appearance free from depressions and undulations and to leave the planted area neat and tidy.

(Naturalising) Grass Areas (Method A)

- 56.7 The planting of bulbs within grass areas shall be implemented in accordance with the following method unless the Supervising Officer considers that ground conditions necessitate the method detailed in Clauses 56.10 to 56.15.
- 56.8 The grass comprising the planting area shall be cut to a height of 30mm with an approved machine. All cuttings shall be raked off the planting area and disposed of.
- 56.9 Using an approved bulb planter, planting holes shall be excavated and shall be large enough to accommodate the bulb ensuring that the base of the bulb shall be in firm contact with the base of the planting hole. The bulb shall be placed within the planting hole, covered with the extracted turf/soil core, which shall be

correctly replaced and firmed with the foot. The Contractor shall make due allowance in his Tender rates for work to maintain existing ground levels.

(Naturalising) Grass Areas (Method B)

- 56.10 Grass cutting shall be implemented in accordance with Clause 56.8.
- 56.11 In accordance with the Supervising Officer's instructions the turf shall be cut to a depth of 30mm with a half moon edging iron and lifted with a turving iron or by mechanical means approved by the Supervising Officer. The dimensions of each turf lifted shall be of manageable proportions in order to ensure that the turf remains intact. Following lifting the turves shall be stacked grass to grass adjacent to the work for relaying on completion of planting.
- 56.12 The area to be planted shall be cultivated, with a fork, to a depth of 200mm, lightly consolidated and raked level prior to planting.
- 56.13 Using a hand trowel planting holes shall be excavated and shall be large enough to accommodate the bulb ensuring that the base of the bulb shall be in firm contact with the base of the planting hole. The bulb shall be placed within the planting hole, covered with the excavated soil and firmed with the hand.
- 56.14 Bulbs that require a maximum planting depth of 50mm shall, following soil preparation, be pressed into the soil surface by no more than half the height of the bulb.
- 56.15 On completion of bulb planting the soil shall be raked to a fine tilth and the turf shall be replaced over the planted area and the Contractor shall ensure that adjoining turf edges are closely butted and the turf is restored to the correct level. The Contractor shall make due allowance in his Tender rates to maintain existing ground levels.

57.0 Maintenance

Seasonal Bulbs In Permanent Planting

- 57.1 Where seasonal bulbs have been planted within permanent planting the Contractor shall, in respect of the area planted with bulbs, comply with the following requirements:
 - 57.1.a There shall be no unnecessary walking or standing.
 - 57.1.b Clause 46.1 shall not apply.
 - 57.1.c Weed control shall be implemented in accordance with Clauses 46.2 to 46.17.

Seasonal Bulbs In Seasonal Bedding

- 57.2 Refer to Clause Section F - Seasonal Bedding Displays.

Section G - Bulbs**Naturalised Bulbs In Permanent Plantings**

- 57.3 Where naturalised bulbs have been planted or have become established within permanent planting the Contractor shall, in respect of the area planted with bulbs, comply with the following requirements:
- 57.3.a There shall be no unnecessary walking or standing.
 - 57.3.b Clause 46.1 shall not apply.
 - 57.3.c Weed control shall be implemented in accordance with Clauses 46.2 to 46.17.
 - 57.3.d If so instructed by the Supervising Officer the Contractor shall cut down the above ground remains of bulbs using hand shears or secateurs.

Naturalised Bulbs In Grass

- 57.4 Refer to Clause 30.0

Table 11 Bulb Planting

Bulb species	Seasonal planting density per m ²
Hyacinths	125
Crocus	50
Daffodil/Narcissus. Large flowered	150
Daffodil/Narcissus. Spp	75
Daffodil/Narcissus. Dwarf	75
Tulip Garden	125
* Spp	75
Chionodoxa	75
Endymion	75
Ins reticulata	50
* Dutch	75
Scilla	75
Muscari	75
Anemone	75
Cyclamen Spp.	25
Fritillaria imperialis	150

Table 11 Bulb Planting (continued)

Bulb species	Seasonal planting density per m ²
* meleagris	75
Galanthus	50
Leucojum	75
Puschkinia	75
Gladiolus	100
Eranthis	75
Colchicum	100

Section H - Hedges

Section H - Hedges

58.0 General Requirements

- 58.1 The Contractor shall implement the maintenance of all detailed hedges throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 58.2 The Contractor shall implement work to hedges and boundaries in accordance with Clause 3.0 and at times which shall cause minimum disturbance to the public and to vehicular traffic.
- 58.3 The Contractor shall apply his expertise and skill to identify all plant genera, species, varieties/cultivars and consequently shall implement the appropriate maintenance operation where this shall be determined as a consequence of the plants affected.
- 58.4 For the purpose of this Specification, two categories of hedge are identified; Formal and Nature Conservation. The Contractor shall ensure appropriate methods of maintenance are employed for each category of hedge.
- 58.5 In locations where hedges adjoin the highway the Contractor shall comply with all Road Traffic Regulations and other current legislation. The Contractor shall only use a tractor or other mounted flail for hedge cutting where prior approved by the Supervising Officer.
- 58.6 Any hedge cutting carried out in the bird breeding season, usually between April to September shall be implemented after inspection by the Contractor and with due care and attention so as not to disturb any nesting birds. If a nesting bird is found the Contractor shall inform the Supervising Officer.
- 58.7 Where fences and/or hedges are found to be in a dangerous condition by the Contractors inspections, then the Contractor shall take all reasonable steps to make them safe and the Contractor shall report the details to the Supervising Officer.
- 58.8 All arisings shall be disposed of in accordance with Clause 23.0.
- 58.9 All pesticides shall be applied in accordance with Clause Section J - Pesticides and Fertilisers
- 58.10 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials
- 58.11 All plant material shall be supplied by the Contractor in accordance with Clauses 86.1, 86.2, 86.3 and 86.5.
- 58.12 All planting shall be implemented in accordance with Section S - Planting and Clause 82.0.

Routine Maintenance

- 58.13 All hedges, other than those that the Supervising Officer may consider for cutting with side arm flails, shall be cut using hand shears, secateurs, parrot bill pruners or reciprocating hand held cutters, suitable to the hedge plant type being pruned. During the implementation of cutting operations all tools shall be sharp and properly adjusted. All cuts shall be clean, and any ragged edges removed. No mechanical equipment shall be used on young (first five years) hedges of any type without prior instruction from the Supervising Officer. Formative pruning of young hedges shall be as advised by the Supervising Officer.
- 58.14 Unless instructed otherwise by the Supervising Officer the Contractor shall ensure that on completion of the hedge cutting operation the side of the hedge shall be perpendicular and the top shall be level and at right angles to the sides. In some instances re-pruning may be necessary to create consistency in height, width and shape. At no time, following pruning, should the top width exceed the base width of the hedge.
- 58.15 Unless instructed otherwise by the Supervising Officer hedges shall be cut such that all growth is removed to the point of the previous cut, and the hedge shall be pruned back to the same height, width and true general shape as that which existed at the completion of the last hedge cutting operation.
- 58.16 The Contractor shall be required to make every effort to reuse wood chippings arising at the time of implementing Contract operations and for use on permanent plantings, hedge bases, and tree bases (e.g. the direct use of wood chippings produced from Operational Sites either that could be used as a plant mulch) and/or to recycle green waste arising from his operations on this Contract.
- 58.17 During the hedge cutting operation the Contractor shall clear all invading plant species including bramble (*Rubus* spp.) and bindweed (*Convolvulus* spp.) from within the hedge.
- 58.18 During the hedge cutting operation all clippings lodging in the top and/or sides of the hedge shall be removed.
- 58.19 The Contractor shall use all the appropriate equipment as necessary in order to complete the cutting of the whole surface area of the hedge in a safe manner.
- 58.20 On completion of the hedge cutting operation, the hedge, the hedge base and the surrounds shall all be left in a neat and tidy condition such that it is clear of arisings, weeds, debris and Litter to the satisfaction of the Supervising Officer.
- 58.21 The Contractor shall maintain the base of all hedges in a weed free condition throughout the year by manual weed control and/or the use of an approved contact herbicide and/or approved translocated herbicide.
- 58.22 The Contractor shall ensure that all hedges are maintained so they do not create a nuisance or hazard to persons or traffic (both pedestrian and vehicular).

Section H - Hedges

Accordingly it may be necessary to bring forward the time of hedge cutting operations detailed in the Contractor's Work Schedule and the Contractor shall be deemed to have made due allowance in his Tender rates for so doing.

Formal Hedge Maintenance

- 58.23 In some cases, where hedges have been left to grow beyond acceptable dimensions, it may be necessary to reduce hedges in height and/or width. Depending on the specific Site, chain saws or tractor mounted flails may be used. The Contractor shall remove all arisings to an approved Site for recycling or may be required to 'chip' arisings where they can be left on Site.
- 58.24 The Contractor shall remove all grass, weeds, debris and Litter from hedge bases. Arisings shall be taken to an approved tip. Leaves and debris blown up against hedges, and items lodged in the hedge are to be cleared at the same time.
- 58.25 Using approved materials, methods and equipment, the Contractor shall maintain hedge bases such that they remain free from Litter, leaves, weeds, grasses, suckers debris and other deleterious growth to an even distance of 200mm from the cut hedge base, or existing gully throughout the year.

Gapping up

- 58.26 As instructed by the Supervising Officer, the Contractor may be required to gap up hedges during the dormant season. Planting shall be as described in Clause 82.0, but compost shall not be included when gapping up hedges in conservation areas. The Contractor shall supply all plant material as instructed by the Supervising Officer.

Nature Conservation Hedge Maintenance

- 58.27 The Contractor shall prune nature conservation hedges as described in Clauses 58.14 to 58.25 but arisings from the hedge cutting operation, e.g. only the cuttings may be left in situ, provided they are cleared from footpaths, hard surfaces, furniture, ditches and watercourses. Tractors shall only be used when ground conditions provide a firm working surface. The Contractor's attention is drawn to Clause 3.0 regarding work where hedges adjoin highways. The Supervising Officer shall ensure that all saplings or trees within the hedge line which are desired to be allowed to grow on are suitably 'flagged' and the Contractor shall not cut the 'flagged trees'. The Contractor shall ensure that the hedge is cut by manual methods where obstructions, such as signs, lampposts are encountered that cannot be cut by mechanical methods. This operation shall be carried out at the same time as the main hedge cutting operation. The Contractor shall cease machine work at a suitable distance from the selected plants and finishing shall be done carefully by hand without damage to the selected plants.

- 58.28 The frequency of hedge cutting shall be as instructed by the Supervising Officer, and is likely to be on a one two (2) or three (3) year cycle, and shall be carried out by the Contractor between October 1st and January 31st.

Formative Shaping of Established 1 year + Hedges

- 58.29 Until young hedges reach the required size and profile, as determined by the Supervising Officer the Contractor shall only prune and shape young hedge plants using secateurs. Pruning shall remove dead and diseased wood, promote growth to produce a strong well balanced framework, leading shoots shall not be pruned until they have reached the height at which the hedge shall be maintained by hand shears and/or approved mechanical methods.

Section I - Tree Maintenance

Section I - Tree Maintenance

59.0 General Requirements

- 59.1 The Contractor shall implement the maintenance of all detailed trees and group plantings throughout the Contract Area in accordance with the British Standard 3998:1991 'British Standard Recommendations for Tree Work' and the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 59.2 The Contractor is required to carry out maintenance operations, on trees up to a height of 2.5m only (except highway street trees) and to tree bases. Tree maintenance over a height of 2.5m and maintenance of all street trees is managed under separate Contract.
- 59.3 The Contractor shall not undertake work on trees without the prior approval of the Supervising Officer if the work requires:
 - 59.3.a The use of a chainsaw
 - 59.3.b The cutting of large limbs over 100mm in diameter
 - 59.3.c Involves climbing
- 59.4 The Contractor shall apply his expertise and skill to identify all plant genera, species and varieties/cultivars and consequently shall implement the appropriate maintenance operation where this shall be determined as a consequence of the plants affected.
- 59.5 The Contractor shall ensure that all trees, group plantings and associated herbage are maintained so they do not create a nuisance or hazard to persons or traffic.
- 59.6 All arisings shall be disposed of in accordance with Clause 23.0.
- 59.7 All pesticides shall be applied in accordance with Clause Section J - Pesticides and Fertilisers.
- 59.8 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 59.9 Subject to the Supervising Officers prior approval the Contractor may remove lower branches from trees on Operational Sites to allow for grass cutting operations to be undertaken. All works shall be undertaken at the Contractor's expense and in accordance with (D) Specification Section I Tree Maintenance.

60.0 Damage to other trees, shrubs etc.

- 60.1 Any tree and/or shrub that is damaged or incorrectly pruned by the Contractor shall be made good by the Contractor in accordance with the Supervising Officers instructions. This may be done through further pruning to restore good shape and form or by the Contractor replacing the tree/shrub all at the Contractor's expense.

- 60.2 The Contractor shall ensure that his vehicles do not on any occasion cause damage to trees whilst they are operating within a Operational Site and in particular shall use only those methods and machinery that do not cause damage to tree bases or their canopy.
- 60.3 If damage is done to a private resident's tree and/or shrub then the Contractor shall be responsible for contacting the resident and arranging to prune the trees to restore its standard.
- 60.4 Any damage caused by the Contractor to the surface of the Site and its surrounding area shall be made good by the Contractor before the Contractor leaves the Operational Site or immediately thereafter.
- 60.5 The Contractor shall be responsible for making good any other damage the Contractor causes to property as a result of the Contractor's activities under this Contract.

Sterilisation

- 60.5.a Prior to the implementation of pruning the Contractor shall sterilise saws and other pruning equipment in order to ensure that healthy trees are not infected with any transmittable disease.

61.0 Maintenance

Verification of Trees, Stakes and Ties

- 61.1 The Contractor shall inspect all trees, stakes and ties to determine the following:
 - 61.1.a The tree's requirement for support;
 - 61.1.b The effectiveness and condition of stake and ties;

Base of the Tree

- 61.2 All weed and other arisings shall be removed from the mulched area around the base of the tree.
- 61.3 The bark mulch shall be topped up to a consolidated depth of 75mm.
- 61.4 In locations where the base of the tree is covered by a grid or grill, all weed and other arisings shall be removed and an approved residual herbicide shall be applied to the spaces in between the grid or grill.

Removal of Epicormic Shoots and Suckers

- 61.5 The Contractor shall implement the following work:
 - 61.5.a Remove all epicormic shoots from the main stem(s) up to the base of the crown, but no more than up to 2.5m.
 - 61.5.b Remove all sucker growth from the base of the tree.
 - 61.5.c Remove all sucker growth from visible above ground roots.

Section I - Tree Maintenance

- 61.5.d The final cut shall be made flush with the main stem, burr or root from which the epicormic shoot or sucker is removed without leaving any snags and without exposing excessive live tissue.

Formative Pruning

- 61.6 The Contractor shall implement formative pruning of trees in accordance with the following. Trees which are prone to bleeding, i.e. Betula, Acer, Carpinus, shall only be pruned when in full leaf and up to the end of December. Juglans shall only be pruned whilst in full leaf.
- 61.7 Pruning shall be implemented using Parrot Billed Secateurs, Parrot Billed Pruners and/or Pruning Saws as appropriate for the type of work involved. The tools used shall at all times be sharp and properly adjusted. All stems shall be clean-cut, free from splits, crushing and torn bark.
- 61.8 On standard trees all basal growth, suckers and all growth arising from the main stem shall be removed from ground level up to the first main branch. Trees grown as feathered trees, i.e. trees with all growth retained along the whole length of the main stem, shall not have any of these branches removed.
- 61.9 On trees that have a clear stem, low branches which interfere with pedestrian and/or vehicular passage shall be removed. This shall apply to the first whorl of branches with further branches removed over subsequent years as the crown develops, until the required headroom clearance is obtained. Feathered trees shall not require this treatment unless specified otherwise by the Supervising Officer.
- 61.10 The Contractor shall be required to make every effort to reuse wood chippings arising at the time of pruning on to shrub beds, hedge bases, and tree bases (e.g. the direct use of wood chippings produced in the parks either as a plant mulch or as surfacing for paths) or recycle green waste arisings from his operations on this Contract.

62.0 Tree removal

- 62.1 The Contractor shall notify the Supervising Officer of any tree that is in a poor condition or damaged.
- 62.2 If so instructed by the Supervising Officer the Contractor shall remove and dispose of any specified tree (except highway/street trees) that has a height of up to 2.5m.
- 62.3 Following the removal of the tree the Contractor shall infill the resulting hollow or depression using approved topsoil which shall be consolidated and level with the surrounding area.

Section J - Pesticides and Fertilisers

63.0 General Requirements

- 63.1 The Contractor shall ensure that only those pesticides and fertilisers approved by the Supervising Officer shall be used on Operational Sites throughout the Contract Area.
- 63.2 All pesticides used and all methods of application and tank mixes shall be in accordance with legislation arising from the Food and Environment Protection Act (1985). The Contractor shall ensure that the application of an approved herbicide is not implemented when the foliage of the plants to be sprayed is wet or when rainfall is expected in a time period that is less than that specified by the manufacturer to ensure the satisfactory action of the herbicide applied.
- 63.3 The Contractor shall ensure that when applying pesticide and/or fertiliser, the whole of the specified area is treated and that no area receives more or less than the application rate recommended by the manufacturer or alternative rate specified in the Supervising Officer's instructions.

Retreatment

- 63.4 On any part of a grass area or permanent planting that has been treated with herbicide and it is considered by the Supervising Officer that an area has been missed or the application has been ineffective, the Contractor shall at his own expense repeat the treatment of the area to the satisfaction of the Supervising Officer.
- 63.5 The application of a growth regulator shall only be implemented on the instruction of the Supervising Officer.
- 63.6 The Contractor shall ensure that he takes full account of the consequences of utilising a pesticide or fertiliser in respect of the timing and programming of all other associated maintenance operations required under the Contract and he shall be deemed to have made due allowance in his Tender rates in respect of this requirement.
- 63.7 The Contractor shall maintain for each Operational Site, written records of all applications of pesticides and/or fertilisers detailing the Operational Site, product used, date, time, method of application, the Contractor's employees and application rate, and shall make these details immediately available to the Supervising Officer upon request.

Section K - Cleansing

Section K - Cleansing

64.0 General Requirements

- 64.1 The Contractor shall maintain all Operational Sites and Operational buildings and features therein throughout the Contract Area in full accord with the standards defined in the DEFRA Code of Practice on Litter and Refuse issued under section 89(7) of the Environmental Protection Act 1990 (EPA 1990), ranging from Grade A (clean) to Grade D (heavily affected), including the removal of animal faeces, and the Contractor shall be deemed to have made due allowance for compliance with them within his Tender for all Cleansing operations being undertaken.
- 64.2 The Contractor shall be familiar with the DEFRA Code of Practice on Litter and Refuse (hereon referred to throughout this specification as 'the Code'), the standards of which are required, and any amendments to the Code thereof. Further information can be found at:
<http://www.defra.gov.uk/environment/quality/local/litter/code/index.htm>.
- 64.3 The Contractor shall implement Cleansing activities at times and intervals which may be reasonably expected to reduce to a minimum any nuisance, hazard and unsightly appearance arising as a consequence of there being Litter and detritus on a Operational Site (Clause 25.2 refers), taking full account of the nature and geographical location of the Operational Site.

Definitions:

- 64.4 For the purpose of this Grounds Maintenance Specification the following definitions shall apply:
- 64.4.a General Debris shall include builders rubble, household refuse in plastic 'bin-bags', items of furniture or fittings or similar.
 - 64.4.b Detritus comprises dust, mud, soil, grit, gravel, stones, rotted leaf and vegetable residues, and fragments of twigs, glass, plastic and other finely divided materials. Detritus includes leaf and blossom falls when they have substantially lost their structure and have become mushy or fragmented. A significant and avoidable source of detritus is uncollected grass cuttings.
 - 64.4.c Playground surfacing includes sand, rubber safety surfacing and/or woodchip or bark.
 - 64.4.d Semi-loose surfacing includes hoggin/scalping surfaces.
- 64.5 Cleansing Operations shall be implemented by the Contractor in accordance with the summer and winter programme as detailed below: -
- 64.5.a the 'Summer Programme' shall be the period between March and October inclusive; and

- 64.5.b the 'Winter Programme' shall be the period of the year excluding the Summer Period
- 64.5.c 'Daily' means every day from Monday to Friday, inclusive of all English Bank Holidays unless specified otherwise.
- 64.6 The methods of collection, temporary storage and disposal of arisings shall be approved by the Supervising Officer in accordance with Clause 23.0.
- 64.7 With the exception of the Clauses 64.7.a and b. all arisings shall be disposed of in accordance with Clause 23.0:
- 64.7.a Bark Mulch, which can be separated from all other arisings, shall be replaced and distributed evenly on the adjacent border or play area from which it arose.
- 64.7.b Subject to the approval of the Supervising Officer collected leaves, which are free from all other arisings, may be spread on specified borders as leaf mulch.
- 64.8 The Contractor shall, at regular intervals, in accordance with the relevant Standard detailed in Table 12 (Site-specific standards for Litter collection), and/or such other instructions as the Supervising Officer may issue to the Contractor, visit the specified Operational Site and collect from the whole of each Site including all permanent Litter bins and dispose of all Litter and Detritus, whatsoever their composition and by whomsoever deposited but excluding arisings of a particularly hazardous nature and abandoned vehicles, as described in sub Clauses 64.9 and 64.10 below. Each Operational Site shall be left at Grade A standard as specified in the Code.
- 64.9 Where materials of a particularly hazardous nature, including asbestos, explosives, radioactive materials and toxic chemicals, have been deposited within a Operational Site, the Contractor shall immediately inform the Supervising Officer.
- 64.10 In the event that a vehicle has been abandoned or dumped within the boundaries of a Operational Site, the Contractor shall immediately inform the Supervising Officer.
- 64.11 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 64.12 The Contractor is advised that Fly Tipping occurs on the Operational Sites. The Contractor shall include for the removal of Fly Tips of up to 3m³'s as part of his routine Litter removal programme and shall be deemed to have included for this in his Tender rates.
- 64.13 The Contractor is advised that the Council operates a Christmas tree recycling programme every year. The Contractor shall be required to clear and recycle large quantities of Christmas trees from a number of Operational Sites. In 2010 approximately 9,000 Christmas trees were chipped and composted between January and April 2010. The Supervising Officer shall specify designated collection points. For guidance purposes only the Contractor is advised that the 2010 Christmas tree recycling points are listed in Appendix 10. Individual Christmas

Section K - Cleansing

trees in all Operational Sites throughout the Contract Area that are not left at designated collection points at whatever time of year shall be removed by the Contractor as part of the normal Litter removal programme and the Contractor shall be deemed to have included for this in his Tender rates.

Table 12 Site-specific standards for Litter collection

Standard	Summer Period	Winter Period
1	Twice Daily including Saturdays and Sundays (first between 08.00 and 11.00; and second after 14.00)	Daily including Saturdays and Sundays
2	Daily including Saturdays and Sundays (between 08.00 and 11.00)	Daily including Saturdays and Sundays
3	Daily including Saturdays and Sundays (between 08.00 and 12.00)	Daily, Monday to Friday (inclusive)
4	Daily including Saturdays and Sundays	3 Times a Week, never on consecutive Days
5	3 Times a Week, never on consecutive Days	2 Times a Week, never on consecutive Days
6	2 Times a Week, never on consecutive Days	2 Times a Week, never on consecutive Days
7	Once every 7 Days	Once every 14 Days
8	Once every 14 Days	Once every 14 Days

Regular Site Cleansing – Litter and General Debris

64.14 The Contractor shall during the implementation of Operational Site Cleansing, remove Litter and General Debris from the entire Operational Site and dispose of same together with all arisings. The Contractor shall be deemed to have made due allowance in his Tender rates for so doing. Operational Site Cleansing shall include the emptying of all permanent Litter bins and the collection of all Litter and the removal of General Debris from within the boundary of the Operational Site as detailed on the Site Plan. All Operational Site Cleansing shall be implemented by the Contractor in accordance with the frequencies in the Programme of Work and shall be in full accord with the standards defined in the Code such

that the Operational Site is restored to Grade A for Litter as defined in 'the Code' on the completion of all Operational Site Cleansing.

- 64.15 The Contractor shall respond promptly during normal working hours to receive instructions from the Supervising Officer for the removal of any Litter or General Debris that shall be deemed as an emergency. The Contractor is advised that emergency Litter clearance instructions issued by the Supervising Officer shall include for the removal of dead animals, faeces or other dangerous material, and the Contractor is deemed to have made due allowance within his Tender rates for the implementation of any such emergency Litter instruction.
- 64.16 The Contractor shall place sharps in specialised containers and shall correctly disposed of same in accordance with the relevant health and safety regulations. All discoveries of sharps shall be reported by the Contractor to the Supervising Officer within twenty four (24) hours. A log shall be maintained by the Contractor detailing all sharps found, and shall include, the date, the number of sharps found and removed and the exact location. The log shall be supplied to the Supervising Officer by the Contractor as required.

Deep Site Cleansing – Litter, General Debris and Detritus

- 64.17 On one (1) occasion per calendar month, and/or in accordance with such other instructions as the Supervising Officer may issue to the Contractor, the Contractor shall visit all Operational Sites throughout the Contract Area and shall carry out deep Operational Site Cleansing. The Contractor shall remove all Litter, General Debris and/or Detritus and shall sweep all detailed hard surfaces using approved methods and equipment within the Operational Site as determined by the Site Plan to provide a safe, clean, Litter and weed free surface, such that the entire Operational Site is restored to Grade A for Litter and Detritus, as defined in 'the Code'. This shall include the removal of Litter, General Debris and/or Detritus from the whole of each Operational Site, and without prejudice to all other Operational Site areas shall include hard and soft surfaces, grass areas, permanent plantings, seasonal bedding, woodlands, ditches, ponds, fence lines, hedges, outdoor furniture and play equipment.
- 64.18 The Contractor shall as part of the deep Operational Site, clean wash down and thoroughly rinse with clean water all Litter bins, benches, seats and picnic tables, play equipment, wooden/metal structures and other outdoor furniture in order to maintain in the item in a clean and hygienic condition. Any damage and/or defect found by the Contractor shall be reported to the Supervising Officer within twenty four (24) hours. On completion of the Deep Cleansing operation the item of Operational Site furniture shall be left clean and free from spilt food and/or other unpleasant deposits.
- 64.19 The Contractor shall pay particular attention when implementing the deep Operational Site clean to the removal of items of Litter from play surfaces and the surrounding play area. Bark and sand surfacing shall be inspected carefully and all

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deposits of Litter shall be removed before re levelling by raking the bark back to an even consistent level. Uncontaminated stray bark shall be collected by the Contractor and shall be redistributed evenly within the play area from which it came.

- 64.20 The Contractor shall as part of the deep Operational Site Clean, remove accumulations of soil, weed growth, leaves and debris from hoggin/scalping surfaces or similar paths to provide a safe, clean and dry surface. This shall include hoggin/scalping surfaces which form part of furniture surrounds, signposts, stepped areas, gates and/or fence lines in or adjacent to paths. The paths and surrounds shall be cleared of all Litter back to a firm base. The Contractor shall be deemed to have made due allowance in his Tender rates for so doing.

Hard Surfaced Areas and Soft Surfaces in Playgrounds

- 64.21 The Contractor shall by regular sweeping and/or by other approved methods maintain all detailed hard and/or soft surfaced areas in playgrounds throughout the Contract Area so that they are free from Litter and any other hazardous and unsightly extraneous materials. The Contractor shall implement the Service in a manner that shall leave the areas undamaged, neat and tidy and to the satisfaction of the Supervising Officer. Areas of hoggin/scalping type materials shall be cleaned and the Contractor shall take all precautions to safeguard the longevity of the surface.
- 64.22 For the purpose of this specification the following definitions shall apply.
- 64.22.a Hard surfaces shall include areas of bituminous mixes, concrete, block paving (including paving slabs), hoggin/scalping (or other hoggin type materials) and stone dust, together with their edgings and drainage systems.
- 64.22.b Hard surfaced areas shall include roads, car parks, footpaths, steps, cutting strips, courtyards, gullies, footings by walls.
- 64.22.c Soft surfaces in playgrounds shall include areas of safety surfacing (safety tiles, continuous safety surfacing and safety grass).

Closed Buildings Cleaning

Closed Buildings

- 64.23 The Cleaning of Operational Buildings shall be implemented by the Contractor in accordance with the relevant standard detailed in Appendix 11 and in accordance with the following details.
- 64.24 For the purpose of this specification the following definitions shall apply.
- 64.24.a Closed Buildings are Operational Buildings (changing rooms and pavilions) which shall include showers and toilets, and external paths and gullies. On most Operational Sites the Cleaning of Operational Buildings shall be implemented by the Contractor following their use by the public.

- 64.24.b The Contractor shall check Operational Building facilities for damage or structural defects including water services (to prevent wastage), during every Cleaning visit. Any defect or damage at any building facility shall be reported weekly to the Supervising Officer, or the 'Out-of-hours' number as appropriate, and shall include:
- 64.24.c Defective or missing cubicle door locks; defective or missing toilet roll holders; light bulb replacement, fluorescent tube replacement and starter replacement; lubrication of WC cistern operating mechanisms; fittings of WC seats; replacement of WC chain pulls and WC seat pads.
- 64.24.d Blocked drains between the sanitary fitting or appliance and the nearest external inspection chamber.
- 64.24.e All other items requiring repair or replacement, including heating, electric hand dryers, extractor fans; weighing machines; cracked or broken glazing; WC bowls; hand basins; urinals; cisterns; door panels, handles and knobs; blocked roof drainage; and cracked or broken wall tiles.
- 64.24.f Cold water and hot water (taps and showers).
- 64.24.g Lights, heating and extractors.
- 64.24.h Should the Contractor consider that the defect or damage is urgent, then the Contractor shall contact the Supervising Officer immediately, or the 'Out of hours' number.
- 64.24.i The Contractor shall ensure that the Operational Building facilities are Cleaned and supplied with all the specified materials. The materials provided by the Contractor are as detailed below. It is for the Contractor to ascertain the material requirements for the Operational Buildings and the Contractor shall allow within his Tender rates for incidences of vandalism and/or theft that may cause the necessity for the frequent replacement of the materials detailed in Clause 64.30.j to 64.30.n.
- 64.24.j a) Toilet Paper - Soft toilet rolls
- 64.24.k b) Soaps - For sinks
- 64.24.l c) Cleaning Fluids - As approved by the Supervising Officer
- 64.24.m d) Disinfectant - Bleach
- 64.24.n e) 3oz antiseptic tablets - Urinals
- 64.24.o Sweep Floor – Thoroughly sweep all floors to remove all dirt, dust, debris and Litter, accessing as much of the floor area as possible, and replacing furniture and equipment in a tidy position. Place all arisings into refuse sacks and dispose of same. Empty waste bins, including sanitary/nappy dressing containers where provided, remove all refuse from the Site and dispose of at proper disposal Site in a clean and hygienic manner. Wash floors with clean water containing an approved cleansing agent and remove excess moisture.

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- 64.24.p Clean Toilets and Urinals – Flush all toilets weekly even if toilet has not been used. All toilets and urinals shall be cleared of any blockages and Litter, grid covers being lifted and cleared of hair and similar material. Internal surfaces of water closets and all surfaces of urinals shall be dusted with scouring powder and brushed to remove all stains, the powder being left to act during the remainder of the Cleaning operation. On completion of other Cleaning work the toilets and urinals shall be rinsed or flushed to remove all traces of scouring powder. External surfaces of toilet seats to be sanitized using an approved solution and wiped dry; toilet paper and soaps to be replenished as necessary. All toilets are to be tested by the Contractor following Cleaning and any defects reported to the Supervising Officer immediately.
- 64.24.q Walls and Door Surfaces - Walls and doors (including all door fittings, window ledges and sills) shall be Cleaned using clean water containing an approved solution and wiped dry. Work shall proceed from base to a height of 2m, any obstinate dirt being worked vigorously to remove it, and removal of cobwebs at all levels.
- 64.24.r Furniture – Using a clean cloth and a neutral detergent the Contractor shall damp wipe furniture to leave all surfaces free from dust, smears and film. Surfaces are to be left relatively dry. Sinks, washbasins, taps, mirrors, sanitary fittings and tiles are to be Cleaned of any solid debris using an approved non-scratch cleanser and wiped dry. Damp wipe glass surfaces, including mirrors, leaving the surface free from smears, streaks and marks.
- 64.24.s Showers - Flush all showers and taps for at least 3-4 minutes at maximum hot water flow and maximum temperature setting once every week even if the shower has not been used (extreme care to be taken to avoid scalding). For safety reasons the temperature setting shall be returned to normal once the flow has ceased. Each shower and tap shall be run in a similar manner but with the cold water supply every alternate week. Therefore, week 1 – flush hot supply, week 2 – flush cold supply. The shower floor areas shall be Cleaned using mops, brushes or squeegees, with an approved solution in hot water to remove all dirt, build up, marks, film or streaks. Work shall proceed from the lowest to the highest point in the shower rooms. In Operational Buildings with separate showers, each shower base shall be treated individually and the floor Cleaned finally. All pipes and control taps shall be wiped clean. Having treated all surfaces and removed all debris, the whole area shall be rinsed with fresh water, excess water removed and the facility left to dry. All showers are to be tested by the Contractor following Cleaning and any defects reported to the Supervising Officer immediately.
- 64.24.t Control of Legionella - The following procedure applies to all Operational Buildings with sports facilities with water outlets (showers and taps) and the Contractor shall ensure that the following procedure is implemented:

- 64.24.u Showers and Taps (weekly) - Each shower and tap shall be run for at least 3-4 minutes at maximum hot water flow and maximum temperature setting once every week (extreme care to be taken to avoid scalding). For safety reasons the temperature setting shall be returned to normal once the flow has ceased.
- 64.24.v Showers and Taps (fortnightly) - Every two weeks each shower and tap shall be run in a similar manner but with the cold water supply. Therefore, week 1 - hot supply, week 2 - cold supply.
- 64.24.w Showers and Taps (monthly) - Check that the temperature of the hot water is at least 50c within one (1) minute of running the water at the first and last tap on the run. Check that the temperature of the cold water is below 20c at the first and lasts taps from the storage, after running the tap for up to two (2) minutes.
- 64.24.x On completion of each of the operations above control measures a record should be entered on a Site logbook by the Contractor which shall detail and include the date of the inspection, name of inspector, findings (including temperatures) and any details relevant to the controlling of the risk, and these records shall be made available for inspection by the Supervising Officer as required.

Building Damage and Defect Reports

- 64.25 The Contractor shall regularly inspect Operational Buildings with sports facilities for damage or structural defect including water services (to prevent wastage), during the implementation of every Cleaning operation. Any defect or damage at any Operational Building shall be reported to the Supervising Officer or the 'Out-of-hours' number as appropriate to the reporting time, and shall include:
 - 64.25.a Defective or missing cubicle door locks; defective or missing toilet roll holders; light bulb replacement, fluorescent tube replacement and starter replacement; lubrication of WC cistern operating mechanisms; fittings of WC seats; replacement of WC chain pulls and WC seat pads.
 - 64.25.b Blocked drains between the sanitary fitting or appliance and the nearest external inspection chamber.
 - 64.25.c All other items requiring repair or replacement, including heating, electric hand dryers, extractor fans; weighing machines; cracked or broken glazing; WC bowls; hand basins; urinals; cisterns; door panels, handles and knobs; blocked roof drainage; and cracked or broken wall tiles.
 - 64.25.d Cold water and hot water (taps and showers).
 - 64.25.e Lights, heating and extractors.

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- 64.26 If the Contractor considers that the defect and/or damage is urgent, then the Contractor shall contact the Supervising Officer immediately, and/or the 'Out-of-hours' number as appropriate to the reporting time.

Table 13 Toilet Blocks and Buildings

Site number	Site name	Operational Building Facilities
T0801	Ealing Central Sports Ground	Changing rooms, toilets, showers
E0301	North Acton Playing Fields	Changing rooms, toilets, showers
A0901	Perivale Park	Changing rooms
E0502	Southfield Road Playing Fields	Changing rooms, toilets, showers
A0719	Warren Farm Sports Complex	Changing rooms, toilets, showers
T0904	Horsenden Farm & Visitor Centre	Toilets

Collection and Disposal of Leaves and Flowers

- 64.27 The Contractor shall implement the collection of all Leaves; and the Definition of Leaves shall include, leaves, debris, twigs, fruits, deleterious matter together with all other associated extraneous materials, which have fallen onto, been blown into or have been otherwise deposited onto all grasses, grass areas, seasonal and/or permanent plantings, woodlands, ditches, ponds, fence lines, hedges (including from the top of ornamental hedges), play area surfaces, semi-loose surfaces, hard surfaces from within the Operational Site in accordance with the frequencies indicated in the Work Schedule, such that the Operational Site is restored to Grade A for Litter and Detritus, as defined in 'the Code.
- 64.28 The Contractor's Leaf collection programme shall be implemented between November and February and the frequency of collection shall be implemented by the Contractor on one (1) occasion per month.
- 64.29 Having made due allowance for the minimum frequency of Leaf collection as detailed in Clause 64.28 the Contractor shall in addition to the minimum frequency detailed in Clause 64.28 determine the intervals at which the Contractor shall implement additional Leaf collection in order to ensure that the Contractor's collection of Leaves on Operational Sites reduces to an absolute minimum any accumulations of leaves and the nuisance, safety hazard, inconvenience to the

public, and damage to planted areas, grass areas and hard and soft surfaces that uncollected leaves shall give rise to and/or cause.

- 64.30 The Contractor shall collect and dispose of all Leaves, regardless of their origin, from the following specific areas detailed in Clauses 64.31 and 64.32 and shall be deemed to have included in his Tender rates for so doing:
- 64.31 On bowling greens and surrounding gullies, the requirement for Leaf collection shall apply throughout the year.
- 64.32 If deemed necessary by the Supervising Officer the Contractor shall implement further works in order to collect and dispose of all Leaves from the whole or part of the Operational Site as required and the Contractor is deemed to have included within his Tender rates for so doing.

Collection of Wreaths and Cut Flowers

- 64.33 Unless instructed otherwise by the Supervising Officer the Contractor shall collect and dispose of all holly wreaths from Operational Sites on a date to be agreed with the Supervising Officer which shall be no later than 30th January.

Section L - Hard Surfaces

Section L - Hard Surfaces

65.0 General Requirements

- 65.1 The Contractor shall implement the maintenance of all detailed hard surfaced areas throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 65.2 If so instructed by the supervising Officer the Contractor shall implement renovation and/or repairs to detailed hard surfaced areas throughout the Contract Area in accordance with Clause 65.12 and/or Clauses 65.13 to 65.19. Payment in respect of renovation and repair work shall be made in accordance with the Schedule of Rates.
- 65.3 For the purpose of this Contract the following definitions shall apply.
 - 65.3.a Hard surfaces shall include areas of bituminous mixes, concrete, block paving (including paving slabs), brendon gravel (or other hoggin type materials) and stone dust, together with their edgings and drainage systems.
 - 65.3.b Hard surfaced areas shall include roads, car parks, footpaths, steps, cutting strips, courtyards, gullies, footings by walls.
 - 65.3.c Material thickness: unless otherwise stated to the contrary any thickness of material described means finished or fully compacted thickness.
- 65.4 All arisings shall be disposed of in accordance with Clause 23.0.
- 65.5 All pesticides shall be applied in accordance with Clause Section J - Pesticides and Fertilisers.
- 65.6 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 65.7 No pesticides shall be applied to footpaths in Nature Conservation areas unless expressly instructed by the Supervising Officer.

Routine Maintenance

- 65.8 In order to ensure a weed free condition the Contractor shall regularly treat all hard surfaced areas using an approved contact and/or translocated herbicide and/or approved methods of manual weed control. The Contractor shall maintain all hard surfaced areas free from moss using an approved moss killer.
- 65.9 The Contractor shall rake the full extent of all detailed gravel footpaths once each calender month; such occasions being regularly spaced throughout the year. The gravel shall be evenly distributed over the path surface and left free from depressions and undulations, neat and tidy all to the satisfaction of the Supervising Officer.
- 65.10 If so instructed by the Supervising Officer, the Contractor shall implement the following work to specified hard surfaced areas.

Section L - Hard Surfaces

- 65.10.a Apply Rock Salt at 3.5kg/m². Rock Salt shall not be applied within 300mm of grass, shrubs or other plant material or within 500mm of the base of trees.
- 65.10.b Clear snow from the hard surfaced areas, using a hand or mechanical shovel or similar approved equipment as appropriate to the extent of the work required, in order to enable safe pedestrian or vehicular traffic. The cleared snow shall be deposited on adjacent grass areas or hard surfaced areas, where snow clearance is not required and in accordance with Clause 4.0, or on planted areas. In the latter event the Contractor shall take due care not to damage plants within a planted area (Clause 14.0 refers).
- 65.11 In order to prevent flooding and to ensure the satisfactory drainage of run off from hard surfaced areas the Contractor shall clear accumulated silt and other extraneous materials from within drainage gullies.

Renovations and Repairs

- 65.12 All renovation and repair work to Hard Surfaces shall be implemented in accordance with the relevant Clauses of Series 500, 700, 800, 9000, 1000, 1100, 1400, 1600, 2600, 2700 and 2800 of the 'Specification for Road and Bridge Works' published by HMSO in 1976 together with supplement No.1 1978 and/or such additional or substitute or amended Clauses that the supervising Officer may issue to the Contractor.

Repairs to Bituminous Surfaces

- 65.13 Patching work shall be completed so that the finished compacted bituminous material shall accord in all respects with the existing colours, surface texture, levels, gradients and/or cambers of the surrounding undamaged hard surfaces.

Emergency Patching

- 65.14 Sweep the whole of the area to be patched, using a hand broom, and remove all loose material.
- 65.15 Using appropriate hand tools, spray or brush an emulsion tack coat over the whole area to be patched.
- 65.16 Lay and spread an approved bituminous material allowing surcharge of material for compaction to the required finished level.
- 65.17 Using appropriate approved mechanical compaction plant, compact the bituminous material until no further movement of material is evident.
- 65.18 In the event that the cavity exceeds 75mm depth, below the required finished level then the bituminous material shall be laid in layers of equal depth and which when compacted do not exceed 75mm. Each layer shall be compacted before the next layer is applied.
- 65.19 Leave the Site neat and tidy.

Section L - Hard Surfaces**Laying granular surfaces**

- 65.20 Ensure surfacing materials do not block channels, gullies. Lines and levels of finished surfaces shall be to the specified falls and accuracy to prevent ponding. The finished surface shall have an even overall texture and shall be left in a clean state upon completion.
- 65.21 Do not use frozen materials or lay pavings on frozen or ice covered surfaces. Do not apply cold bituminous surface dressings when ambient temperature is below 10 degrees Celsius.
- 65.22 Unless specified otherwise drainage falls shall not be less than:
 - 65.22.a Sealed surfaces:
 - 65.22.a.i Falls and cross falls: 1:40
 - 65.22.a.ii Camber: 1:50
 - 65.22.b Unsealed surfaces:
 - 65.22.b.i 1:30
- 65.23 In vehicular areas the maximum permissible deviation from the required levels shall be:
 - 65.23.a Falls and cambers +/-20mm.
 - 65.23.a.i Spread and level in 150mm maximum layers and, as soon as possible thereafter, compact with a roller weighing not less than 5.4 tonnes load per metre width of roller or equivalent plant. In dry weather lightly water all layers during compaction.
 - 65.23.b In pedestrian areas the maximum permissible deviation from the required levels shall be:
 - 65.23.c Falls and cambers +/-12mm.
 - 65.23.c.i The Contractor shall spread and level in 100mm maximum layers and as soon as possible thereafter compact with a roller weighing not less than 2.5 tonnes or other equivalent plant. In dry weather lightly water all layers during compaction.

Laying Hoggin Surfaces

- 65.24 The Contractor shall ensure surfacing materials do not block channels, gullies. Lines and levels of finished surfaces shall be to the specified falls and accuracy to prevent ponding. Finished surface shall have an even overall texture. Leave in a clean state upon completion.
- 65.25 When the base layer is compacted and still moist the Contractor shall lay the hoggin in two layers each laid to form a camber then compacted. The material should ideally be very moist but not too wet when rolled. Re-wet hoggin if allowed to dry out. Compact all layers. If repairs are being made in existing sur-

Section L - Hard Surfaces

face scarify the surface of the path, moisten, and add a new layer of the same material and compact.

- 65.26 a) Wearing course shall be naturally occurring fine hoggin consisting of gravel, sand and clay, with a minimum of 85% by weight passing a 10mm BS sieve.
- 65.27 Wearing course shall be thickness 50-75mm.
- 65.28 Base course shall be minimum of 70mm thickness formed with 19mm to 6mm angular material.

Section M - Synthetic Surfaces (Including MUGAs)

Section M - Synthetic Surfaces (Including MUGAs)

66.0 General Requirements

- 66.1 The Contractor shall implement the maintenance of all detailed hard and synthetic sports surfaces throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 66.2 If so instructed by the Supervising Officer the Contractor shall implement renovation and/or repairs to detailed hard and synthetic sports surfaces throughout the Contract Area in accordance with the relevant Clause within Clause Section L - Hard Surfaces. Payment in respect of renovation and repair work shall be made in accordance with the Schedule of Rates.
- 66.3 For the purpose of this Contract the following definition shall apply:
- 66.3.a Hard and Synthetic Sports Surface shall include
- 66.3.a.i Tarmacadam/Bituminous Tennis Courts
 - 66.3.a.ii Tarmacadam/Bituminous Multi Use Games Areas (MUGAs)
 - 66.3.a.iii Artificial Bowling Greens
 - 66.3.a.iv Artificial Cricket Wickets
 - 66.3.a.v 2G, 3G and 4G Synthetic Surfaces
- 66.3.b and shall include the surface material together with the substructure and associated edging and drainage systems.
- 66.4 All arisings shall be disposed of in accordance with Clause 23.0.
- 66.5 All pesticides shall be applied in accordance with Clause Section J - Pesticides and Fertilisers.
- 66.6 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.

Marking

- 66.7 If so instructed by the Supervising Officer the Contractor shall implement line marking of the tennis court and/or MUGA using an approved white lining material. The line marking shall be uniform and true. Before the implementation of any line marking the surface shall be brushed to remove all loose surface material and other arisings in order to ensure accurate and persistent marking. The overall tennis court layout shall conform to the Lawn Tennis Association recommendations. MUGA markings shall be implemented by the Contractor in accordance with the requirements of the particular sport or activity, unless instructed otherwise by the Supervising Officer, in which instance alternative dimensions and requirements shall be supplied to the Contractor.

Section M - Synthetic Surfaces (Including MUGAs)**Identification of marking requirement**

- 66.8 On a date determined by the Supervising Officer the Contractor shall in conjunction with the Supervising Officer inspect all sports facility markings on tarmac, concrete and/or artificial surfacing throughout the Contract Area with the purpose of identifying marking and/or remarking requirements.

Remarking

- 66.9 If so instructed by the Supervising Officer the Contractor shall implement line remarking as directed using approved materials, methods and equipment. Prior to undertaking the remarking operation, the following preparatory work shall be undertaken:
- 66.9.a The length of each line shall be vigorously brushed with a bass or poly bass brush to remove all loose material.
 - 66.9.b All flaking paint or tape shall be removed using wire brushes, or other approved implements, and arisings collected up and taken to an approved tip.
 - 66.9.c Lines should be in a clean condition receptive to the painting operation.

New Markings

- 66.10 If so instructed by the Supervising Officer, the Contractor shall mark new features in locations, colours, and to the dimensions as specified by the Supervising Officer. The marking of new facilities shall be implemented by the Contractor at times and dates determined by the Supervising Officer.

Damage

- 66.11 Rain/Damage: When implementing line marking operations, the Contractor shall ensure that all surfaces to be marked out are dry and the Contractor shall schedule the operation when rain is not imminent. In the event that rain spoils the line marking, then the Contractor shall make good at his own expense. Should a surface or marking be damaged as a result of the Contractor failing to do so, or should any spillage or other such damage occur, the Contractor shall carry out remedial work, at his own cost to the satisfaction of the Supervising Officer.
- 66.12 Damage to lines: The Contractor shall take such actions as are required to prevent lines being walked upon and/or driven over by any vehicle. Should any surface or marking be damaged as a result of the Contractor failing to do so, or should any spillage or other such damage occur, the Contractor shall carry out remedial work, at his own cost, to the satisfaction of the Supervising Officer.
- 66.13 Synthetic Surfaces: The Contractor shall be required to mark or remark lines on synthetic playing and/or safety surfaces. It shall be the Contractor's responsibility to ensure that the materials and his method or working cause no damage to the surface. The Contractor shall therefore liaise closely with the manufacturer of the surface and the Supervising Officer before undertaking any work. In the

Section M - Synthetic Surfaces (Including MUGAs)

event of any damage being caused to the surface as a result of the Contractor failing to do so, then the Contractor shall carry out repairs to the satisfaction of the Supervising Officer all at the Contractor's expense.

66.14 Lubrication

- 66.15 The Contractor shall implement the application of lubricating oil/grease to access gate hinges and the tennis net tensioning mechanism within the tennis court.

Tennis Court Net and Supporting Posts

- 66.16 The Contractor shall be responsible for ensuring that all tennis court nets, supporting posts and sockets are always available on each detailed court throughout the Contract Area and shall make all necessary arrangements to ensure the immediate notification to the Supervising Officer of any shortages so the Supervising Officer can instruct the Contractor to supply replacement parts. The Contractor shall inspect tennis nets, supporting posts and sockets daily and adjust the height of the net in accordance with the Lawn Tennis Association recommendations. In the event of damage, vandalism and/or theft of the net the Contractor shall notify the Supervising Officer immediately. If posts and/or nets and/or sockets are damaged, decayed or missing, the Contractor shall notify the Supervising Officer immediately. If so instructed by the Supervising Officer the Contractor shall supply and install any materials necessary in order to implement the requirements of this specification as may become necessary within 24 hours, and the Contractor shall be paid for the supplier's invoiced amount less any discount for trade/quantity Section T - Supply of Materials refers. The Contractor shall keep an approved log of all the items of equipment that the Contractor has replaced and this shall be made available to the Supervising Officer as required.

Routine Maintenance

- 66.17 Using approved methods and equipment the Contractor shall ensure all tarmac courts and MUGAs are free from weeds, Litter, leaves debris, surface deposits or any other deleterious material at all times. This shall include the sweeping up of loose deposits and/or the removal of stuck down or embedded deposits. The Contractor shall maintain all hard surfaced areas free from weeds and moss using an approved herbicide/moss killer.
- 66.18 The Contractor shall provide tennis court nets, supporting posts and sockets at all times. The Contractor shall inspect tennis nets, supporting posts and sockets daily and adjust the height of the net in accordance with the Lawn Tennis Association recommendations. In the event of damage, vandalism and/or theft of the net the Contractor shall notify the Supervising Officer immediately. If posts and/or nets and/or sockets are damaged, decayed or missing, the Contractor shall notify the Supervising Officer and the Contractor shall supply and install them within twenty four (24) hours and to the Lawn Tennis Association regulations and shall be deemed to have included in his Tender rates for so doing. The Contrac-

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tor shall keep an approved log of all the items of equipment that the Contractor has replaced in an agreed location and this shall be made available to the Supervising Officer as required.

Section N - Site Furniture**Section N - Site Furniture****67.0 General Requirements**

- 67.1 The Contractor shall be required to carry out the maintenance and repair of seats, benches, and picnic tables, in order to maintain them in a clean, safe, sound condition, suitable for use at all times.
- 67.2 Site furniture shall include all park seats and benches, Litter bins, picnic tables, stiles and bollards in Operational Sites within the Contract Area. Site furniture shall not include a memorial as defined in Clause 72.2.b.
- 67.3 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 67.4 All arisings shall be disposed of in accordance with Clause 23.0.
- 67.5 Cleaning and washing down all parts of Site furniture using an appropriate detergent shall be carried out in accordance with Clause 64.17.

Repairs to Site Furniture

- 67.6 If so instructed by the Supervising Officer the Contractor shall implement work to repair, remove, replace or re-secure items of Site furniture.
- 67.7 Where replacement parts are required these shall be supplied by the manufacturer of the item being repaired and shall be fitted in accordance with the manufacturers instructions. Substitute or alternative parts shall only be fitted subject to the Supervising Officer's prior approval.

Removal

- 67.8 Shall include the unfixing of the part or whole of the specified item. All removed parts shall be thoroughly examined; parts free from damage and/or deterioration shall be retained and refixed. All other parts shall be disposed of.

Replacement

- 67.9 Shall include the fixing of new or of sound used parts. All work shall be implemented in order to ensure that replaced parts are safely and correctly fitted.

Resecure and Restrain

- 67.10 Shall include the adjustment of fixings, nuts, bolts, screws, locking pins, etc., that shall be necessary to ensure that items comply with the manufacturers recommendations and British Standards in respect of tolerances and degree of play.
- 67.11 The Contractor shall maintain a stock of regularly required replacement parts for Site furniture in order to ensure that routine repairs are implemented and completed within seventy two (72) hours of the initial instruction to implement the work.

Maintenance of Site Furniture

- 67.12 The Contractor shall be expected to implement the minimum work necessary at any time during normal working hours to prevent the use of damaged or unsafe items of Site furniture. The Contractor shall notify and inform the Supervising Officer immediately following the implementation of such work. The Contractor shall be deemed to have included within his Tender rates for the implementation of this work.
- 67.13 The Contractor shall ensure the safety of Site furniture and shall include for the removal of unauthorised ropes, nails, screws, timbers and wires and attention to splits, snags, and sharp edges shall include filing, sanding and cutting as appropriate.
- 67.14 The Contractor shall be responsible for the provision, where necessary, the maintenance and subsequent replacements, where required, of all damaged and/or missing Litter bin inserts and the Contractor shall be deemed to have included for this in his Tender rates.
- 67.15 Where replacement Litter bin inserts are required the Contractor shall purchase them from the manufacturer of the Litter bin being maintained and shall fit them in accordance with that manufacturers instructions. Substitute or alternative Litter bin inserts shall only be fitted by the Contractor subject to the Supervising Officer's prior approval.
- 67.16 The Supervising Officer may instruct the Contractor to apply an approved preservative to timber Site furniture using approved methods and equipment. The item of timber shall be properly prepared prior to treatment including sanding down. To ensure the safety of timber play sculptures the Supervising Officer may instruct the Contractor to sand and/or file individual play sculptures to remove any snags and sharp edges as appropriate and the Contractor shall be deemed to have included for this in his Tender rates.
- 67.17 The Supervising Officer may instruct the Contractor to install a sign. The Contractor shall collect the sign from a Site within the Contract Area and shall install the sign in accordance with the manufacturers instructions. The area shall be left in a clean and tidy condition after the installation of the sign. Payment to the Contractor shall be made in accordance with the submitted Daywork Rates.

Section O - Play Areas, BMX and Skate Parks

Section O - Play Areas, BMX and Skate Parks

68.0 General Requirements

- 68.1 Qualifications – The Contractor shall ensure that the Contractor's employees implementing the weekly inspections of Operational Site play areas and play equipment are trained to a minimum of BTEC Level 2 Intermediate Award for Operational Playground Inspections. The Contractor shall ensure that the Contractors employees implementing the annual inspection are trained to BTEC Level 3 Advanced Award Playground Inspection, Operation and Maintenance. The Contractor shall ensure that the Contractors employees implementing play equipment repair and maintenance are qualified to BTEC Level and shall have no less than three (3) years experience of play equipment repair and maintenance.
- 68.2 The Contractor shall ensure that all Operational Site play areas and the play equipment therein are maintained in a safe, clean, use able condition and the Contractor shall implement regular inspections as detailed in accordance with the requirements of this Specification.
- 68.3 All arisings shall be disposed of in accordance with Clause 23.0.
- 68.4 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials. The Contractor shall invoice the Supervising Officer for all replacement play equipment items at cost, supported by a supplier's invoice, and shall be deemed to have allowed for this within his Tender rates.
- 68.5 All Operational Site play areas, play equipment, safety surfacing, fencing, furniture and the surrounding area shall be inspected by the Contractor on no less than one (1) occasion per week Monday to Friday inclusive to ensure that the play area and the play equipment contained therein is fit and safe for use. Where play equipment is found by the Contractor to be unsafe and/or a hazard to users then, the Contractor shall immediately immobilise it and/or render it inaccessible and/or make it safe. The Contractor shall photograph the item(s) of play equipment and shall complete a report which shall be provided with the photograph to the Supervising Officer within four (4) hours of dealing with the subject item(s) of play equipment. If the Contractor is in any doubt of what to do to make an item(s) of play equipment safe and/or effect a suitable repair, then the Contractor shall contact the Supervising Officers immediately and the Supervising Officer shall advise the Contractor how to proceed and the Contractor shall implement the Supervising Officers instructions, the Contractor shall be deemed to have included for so doing in his Tender rates.
- 68.6 During the play area and/or play equipment inspection the Contractor shall pay particular attention to the following general and specific matters: -
- 68.7 The Contractor's inspection of the Operational Site play areas, play equipment, safety surfacing, fencing, Site furniture and the surrounding area shall include all

the elements included in Appendix 1. A list of all current play equipment is attached as Appendix 2.

Play Areas Routine Maintenance

- 68.8 The Contractor shall ensure that when implementing maintenance operations within a Operational Site play area that the Contractor takes particular care to ensure that any glass and/or extraneous materials that have been deposited in the play area and/or on play equipment are removed in order to prevent injury to users of the play area and/or play equipment.

Play Equipment

- 68.9 The Contractor shall implement work to Clean items of play equipment in accordance with one of the following methods:
- 68.9.a Using a cloth and/or nylon or bristle scrubbing brush together with clean water and a domestic detergent;
 - 68.9.b When painting, the paint or other surface treatment finish shall match the existing surrounding unaffected surface.

Safety Surfaces

- 68.10 The Contractor shall implement the maintenance of play area safety surfaces to ensure that the safety surface is maintained in a safe and durable condition and at such times and at such intervals, which shall reduce to a minimum the inconvenience that the implementation of the work could give rise to for users of the play area and/or play equipment.
- 68.11 Play bark safety surfing shall be raked over in order to ensure the uncovering and subsequent removal of all glass and other hazardous extraneous material. During this operation the play bark shall be redistributed to an even level over the whole of the barked area. The Contractor shall take particular care to ensure that play bark is redistributed to the areas of maximum erosion including the areas beneath swings and at the run off to slides.
- 68.12 The Contractor shall fork over the existing play bark to a depth of not less than 300mm over the whole barked area in order to relieve compaction of the play bark surface. Glass and other hazardous extraneous materials shall be removed and the play bark redistributed evenly over the whole barked area.
- 68.13 On three (3) occasions, which shall be immediately following a forking operation implemented during each of the months April, June and August, new play bark shall be spread over the existing barked surface in order to ensure a minimum depth of 300mm (minimum depth 600mm under detailed play equipment). The play bark used by the Contractor shall be supplied by the Contractor and shall be play bark mulch which shall be of a screened play grade type bark and prior approved by the Supervising Officer and shall comply with BS 7188.

Section O - Play Areas, BMX and Skate Parks

- 68.14 The Contractor shall ensure that any surrounding surface within two (2) metres of the boundary of the play area is swept of all Litter, refuse, abandoned waste and other debris on one (1) occasion per week. All arisings shall be removed by the Contractor from the play area for proper disposal.
- 68.15 The play sand surface shall be forked to a depth of not less than 150mm and raked over in order to ensure the uncovering and subsequent removal of all glass and other hazardous extraneous material. During this operation the play sand shall be redistributed to an even level over the whole of the sanded area.
- 68.16 On three (3) occasions which shall be immediately following a forking operation implemented during each of the months April, June and August, or as specified on individual Sites by the Supervising Officer, new play sand shall be spread over existing play sand surface in order to ensure a minimum depth of 300mm (minimum depth 600mm under detailed play equipment). The play sand used by the Contractor shall be supplied by the Contractor and shall be play sand which shall be prior approved by the Supervising Officer.

69.0 Repairs and maintenance of play equipment

- 69.1 The Contractor shall implement the minimum work necessary at any time during normal working hours to prevent the use of damaged or unsafe items of play equipment. The Contractor shall notify and inform the Supervising Officer immediately following the implementation of such work and the Contractor shall be deemed to have included within his Tender rates for so doing.
- 69.2 The Contractor shall implement work to ensure the safety of play equipment and shall include for the removal of unauthorised ropes, nails, screws, timbers and wires and attention to splits, snags and sharp edges shall include filing, sanding and cutting as appropriate.
- 69.3 The Contractor shall ensure that all moving parts, bearings and pivots are lubricated with approved grease or oil. Items provided with grease nipples shall be greased using a high pressure grease gun and sufficient grease shall be used to ensure that clean, fresh grease exudes from the bearing. The Contractor shall allow for all dismantling and replacement necessary to ensure that all necessary parts are properly lubricated. All excess lubricants shall be removed and equipment left clean at completion of the work in order to ensure that the users of the play equipment do not become contaminated with lubricants. All surfaces of the play area and play equipment shall be kept clean and free from all oil and grease spillage.
- 69.4 If so instructed by the Supervising Officer the Contractor shall implement work to repair, remove, replace or resecure items of play equipment.
- 69.5 Where replacement parts are required the Contractor shall purchase them from the manufacturer of the item being repaired and shall fit them in accordance with

that manufacturers instructions. Substitute or alternative parts shall only be fitted subject to the Supervising Officers prior approval.

Removal

- 69.6 Shall include the unfixing of the part or whole of the specified item. All removed parts shall be thoroughly examined; parts free from damage and/or deterioration shall be retained and refixed. All other parts shall be disposed of and/or recycled by the Contractor.

Replace

- 69.7 Shall include the fixing of new or of sound used parts. All work shall be implemented in order to ensure that replaced parts are safely and correctly fitted.

Resecure and Restrain

- 69.8 Shall include the adjustment of fixings, nuts, bolts, screws, locking pins, etc., that shall be necessary to ensure that items comply with the manufacturers recommendations and British Standards.
- 69.9 The Contractor shall maintain a stock of regularly required replacement parts for play equipment in order to ensure that routine repairs are implemented and completed within seventy two (72) hours of the initial instruction to implement work.

70.0 Replacement of Play Bark Surfacing

- 70.1 If so instructed by the Supervising Officer the Contractor shall implement the following work:
- 70.1.a Excavate and remove all existing play bark from the specified area.
 - 70.1.b Excavated play bark shall, unless instructed otherwise by the Supervising Officer, be utilised to mulch areas of permanent planting. Payment in respect of mulching permanent plantings shall be made to the Contractor in accordance with the Schedule of Rates.
 - 70.1.c During excavation and removal care shall be taken to avoid removal of any of barked area substructure or damage to play equipment, Site furniture or the play bark area surrounds.
 - 70.1.d Ensure that the substrate is level and sound, and replace or repair damaged lining beneath barked areas as may be required.
 - 70.1.e Spread new play bark throughout the specified area to a minimum lightly consolidated depth of 300mm (minimum depth 600mm under play equipment.)

71.0 Replacement of Play Sand Surfacing

- 71.1 If so instructed by the Supervising Officer the Contractor shall implement the following work:

Section O - Play Areas, BMX and Skate Parks

- 71.1.a Excavate and remove all existing play sand from the specified area.
- 71.1.b Spread new play sand throughout the specified area to a minimum lightly consolidated depth of 300mm (minimum depth 600mm under detailed play equipment).

Section P - Burial Service

72.0 General Requirements

- 72.1 The Contractor shall implement the Burial Service throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor. The Contractor shall ensure that all grave excavations and/or exhumations are provided in their correct location at the time they are required, in order to ensure that they are in all respects satisfactory for a burial and/or exhumation to proceed.
- 72.2 For the purpose of this Contract, the following definitions shall apply:
- 72.2.a The grave space shall be the area of land within which the grave and/or exhumation is excavated, backfilled and maintained.
- 72.2.b Memorial shall mean any monument, headstone, flat stone, cremation plaque, vase or any other ornament of whatsoever description, place or erected over any grave or vault space.
- 72.3 The Contractor shall ensure that all measures required under or by virtue of the provisions of the Local Authorities Cemeteries Order 1977, are strictly complied with and shall be deemed to have allowed in his Tender rates for doing so.
- 72.4 All grave digging operations shall be carried out in accordance with the Institute of Cemetery and Crematorium Management (ICCM) Code of Safe Working Practice (CSWP) and relevant health and safety legislation, and all documentation contained in the Bereavement Service Cemeteries Procedures (BSCP) and any modification or amendment, of any such Act, EC Directive, Regulation, Code or Guidance thereof.
- 72.5 All the Contractor's employees engaged on burial and/or exhumation shall hold the Cemetery Operatives Training Scheme (COTS) Certificate or City and Guilds National Proficiency Test Council (NPTC) Standard. All other employees of the Contractor engaged on burial and/or exhumation shall hold the Basic (COTS) training certificate. The Contractor shall only engage full time qualified employees on burial and/or exhumations. All the Contractor's employees engaged on the removal and replacement of memorials shall be ICCM trained and certified for memorial moving. All the Contractor's employees engaged on funeral preparation shall have the ICCM certificate for sexton duties training. The Contractor shall seek the permission of the Supervising Officer prior to engaging any employees on burial and/or exhumations that do not possess the qualifications detailed in Clause 72.5. and the Supervising Officer's decision in this regard shall be final.
- 72.6 For guidance purposes only, the Contractor is advised that there are five (5) Operational cemeteries Sites (herein referred to as cemetery and/or cemeteries) throughout the Contract Area. Of these only two (2) have sufficient space for new burials. They are:

Section P - Burial Service

- 72.6.a Greenford Park Cemetery, Windmill Lane, Greenford UB6 9DU
- 72.6.b Hortus Cemetery, Merrick Rd, Southall UB2 4AG
- 72.7 Of these three (3) are for re opening of previously purchased graves:
- 72.7.a Acton Cemetery, Park Royal Rd, Acton W3 6XA
- 72.7.b South Ealing Cemetery, South Ealing Rd, W5 4RH
- 72.7.c Havelock Cemetery, Havelock Rd, Southall UB2 4NT

Conduct and Appearance during Implementation of the Service within Cemeteries

- 72.8 During the implementation of work within cemeteries the following requirements shall apply.
- 72.9 The Contractor shall take full account of the extremely sensitive nature of working within cemeteries and this awareness shall be reflected in the conduct of the Contractor's employees. The Supervising Officer shall bring to the attention of the Contractor any behaviour, which is deemed unacceptable to the Supervising Officer within a cemetery.
- 72.10 All work carried out within the cemetery shall be implemented in such a manner as to demonstrate due respect to the feelings of visitors and relatives of the deceased.
- 72.11 When conducting a funeral party to a grave side the Contractor shall be appropriately dressed as befits the occasion. No high visibility clothing shall be worn by the Contractor whilst accompanying a funeral.
- 72.12 The Contractor shall be suitably clothed at all times whilst working within cemeteries. Suitably clothed shall mean wearing a shirt and trousers, overalls or similar work wear. Any of the Contractor's employees who are informally dressed, bare-chested or wearing shorts shall not be deemed to be suitably dressed by the Supervising Officer.
- 72.13 The Contractor shall not use a radio within the cemeteries and mobile phones, MP3 players and the like shall not be used by the Contractor during a funeral and/or exhumation.
- 72.14 During funerals and/or exhumations all other operations being implemented by the Contractor within the cemetery shall cease until the funeral service is over.
- 72.15 The Contractor shall, as necessary, move and correctly replace vases in order to facilitate maintenance operations and shall be deemed to have made due allowance for so doing in his Tender rates. The Contractor shall ensure that extra care is taken to replace the vases correctly in all respects on the graves from which they were removed.
- 72.16 The Contractor shall ensure that the correct grave space has been identified on site prior to commencing any excavation work in respect to a grave.

- 72.17 The Contractor shall ensure that excavated or partly excavated graves are covered as necessary and in a manner approved by the Supervising Officer in order to ensure that the grave does not constitute a hazard.
- 72.18 The Contractor shall take full account of the nature of funerals and/or exhumations which may often be delayed resulting in lost time, and of cemeteries and in particular the numerous obstructions and settlements within cemeteries, and the consequent disruptive effect these shall have on the implementation of maintenance work. The Contractor shall be deemed to have taken these factors fully into account when pricing his Tender.
- 72.19 The Contractor shall be responsible for selecting and utilising access routes for mechanical excavators and other vehicles in the event that it is necessary to drive these on a grass section, and shall ensure that there is no rutting, compaction or other damage to the surrounding areas. Under no circumstances shall mechanical excavators or other vehicles be driven over a grave. The Contractor shall be responsible for and shall implement the reinstatement, to the Supervising Officer's satisfaction, of all ruts, compaction or other damage caused as a result of gaining access over sections and shall be deemed to have included in his Tender rates for doing so.
- 72.20 In recognition of the wet ground conditions that may exist within the cemetery, the Contractor shall consult the Supervising Officer in the process of allocating certain sections for providing new graves, and the Contractor shall provide and have constantly available for use whenever necessary, an appropriate quantity of metal track way so as to minimise damage to the turf of lawn sections during the course of machine digging and the movement of plant from the roadway to the location of a grave. In the case of the track way, the Contractor shall provide sufficient quantities so as to create a protected access way to each grave. If snow covers the ground, the Contractor shall clear the snow sufficiently to enable safe access for coffin bearers and mourners to and around a grave.
- 72.21 All arisings shall be disposed of in accordance with Clause 23.0 with the exception of floral tributes, which shall not be deposited on any temporary on-site tip throughout the Contract Area. Floral tributes shall be disposed of directly to the Contractor's off-site tip and shall not be re-used or resold in any way or under any circumstances and the Contractor shall be deemed to have made due allowance in his Tender rates for this contingency.

Health and Safety Requirements

- 72.22 The Contractor shall ensure that all his employees engaged on grave digging wear the appropriate personal protective equipment. The Contractor shall ensure that an employee of the Contractor is present in the capacity of a safety person when all grave digging operations are being implemented. The safety person shall remain at ground level and at the grave side to provide any assis-

Section P - Burial Service

tance necessary to the Contractor's employee engaged on the grave digging operation.

- 72.23 The Contractor shall ensure that when a grave and/or exhumation is being excavated shoring shall be installed from a depth of three (3) feet and no less than fifty percent (50%) of the completed grave shall be shored. Shoring shall have eighty (80%) percent of its length and width supporting the sides of the grave. Ladders shall always be used by the Contractor to enter or exit an excavation. If the desired depth is reached before shoring is installed, then only hydraulic shoring shall be used. At no point during the shoring process shall the Contractor's employee engaged on implementing the excavation enter the grave. Common graves if left open shall have the remaining depth close timber shored or hydraulic shoring shall remain in situ ready for the next interment. The excavation of graves by machinery approved by the Supervising Officer shall only be implemented by the Contractor's employees who possess the "Construction Industry Training Bureau" (CITB). Graves shall not be left open by the Contractor except whilst being excavated, boards, tarpaulin and/or a Teleshore box shall be used by the Contractor to cover a completed grave excavation.
- 72.24 The Contractor shall seek instructions from the Supervising Officer before removing a memorial that may be deemed a hazard when a grave is to be excavated by hand on a grave plot that is adjacent to a grave plot that contains a memorial. If following notification by the Supervising Officer a memorial cannot be removed then the memorial shall be safely secured by the Contractor before the grave digging operation begins and the same shall be removed by the Contractor on completion of the funeral service and or when so instructed by the Supervising Officer. The Contractor shall be responsible for any damage sustained to memorials during the grave digging an/or backfilling operation.
- 72.25 Platforms and boxes for soil excavated from a grave shall be constructed by the Contractor in a safe manner and shall be suitable for carrying and containing the weight of the excavated soil. The platform and soil shall be kept a minimum of eighteen (18) inches from the edge of a grave.

Supervised Operations

- 72.26 Graves that are backfilled by a bereaved family shall be supervised by the Contractor and the Contractor's implementation of the backfilling supervision shall be approved by the Supervising Officer. The Contractor shall implement family backfills in accordance with the Cemetery Service Code of Safe Working Practice (CSCSWP).

Working Hours

- 72.27 The Contractor shall implement the Burials service from Monday to Friday and from 07.30 until 17.00. The exceptions to the aforementioned days and times are exhumations and the Contractor's Saturday standby for Muslim funerals. The

Contractor is advised that all Muslim funerals shall be implemented on Saturday and shall be completed by the Contractor by 12.00 noon and the Contractor shall be deemed to have included for this in his Tender rates.

Allocation and Marking out for New Graves

- 72.28 The Contractor shall ensure that all new graves are correctly allocated in consultation with the Supervising Officer. The Contractor shall measure out new graves in accordance with the COTS in order to ensure that further cemeteries burial space is not wasted. Any burial space lost as a result of the Contractor's incorrect allocation of grave space shall be charged to the Contractor at the Council's burial rate for the grave space lost. The Contractor shall place an approved grave marker at the foot end of a new grave upon completion of the backfill.

Administration

- 72.29 The Supervising Officer shall provide the Contractor with the daily details of all the required burials by fax as soon as is practical. The Contractor shall collect the preliminary details of burial and/or all other written instructions daily from the Supervising Officer. The Contractor is advised that this may mean collection of instructions from the Supervising Officers office or from a location in a cemetery. In addition to the daily collection of the Supervising Officers burial details and/or other written instructions the Contractor shall maintain contact throughout the working day with the Supervising Officer. This ongoing daily contact shall enable the Supervising Officer to provide the Contractor with further ongoing instructions in respect of a burial.
- 72.30 Should a Muslim burial be required following the Contractor's collection of the Supervising Officer's daily burial instructions as detailed in Clause 72.29, then the Supervising Officer shall further advise the Contractor of the Supervising Officers additional daily burial requirements and the Contractor shall implement additional burials in order to ensure that the funeral can be implemented within twenty four (24) hours. This Clause 72.30 shall exclude the requirement for the Contractor to implement the burial on a Sunday, or on the English Bank Holidays of Christmas Day and Boxing Day.
- 72.31 The Contractor shall ensure that all graves and/or exhumations (and the subsequent funeral and/or attendance at an exhumation) are excavated and attended by the Contractor in the strict order, date and time as instructed by the Supervising Officer.
- 72.32 The Contractor is advised that all re-open graves shall have a copy of the sectional map attached to the preliminary booking form.
- 72.33 The Contractor shall be responsible for completing an Interment Record Form (IRF) (Appendix 3) for all burials other than for the burial of cremated remains. The Contractor shall provide the IRF to the Supervising Officer on completion of the funeral.

Section P - Burial Service

- 72.34 The Contractor shall collect the Disposal Certificate from the funeral director before a funeral service begins. The Contractor shall confirm that the name on the certificate is the same as the nameplate on the coffin. Should the Disposal Certificate not be provided or if the surname differs then the Contractor shall contact the Supervising Officer immediately for further instructions.
- 72.35 The Contractor shall provide the references for all new graves. The references shall include:
- 72.35.a Grave number
 - 72.35.b Section name
 - 72.35.c Row number
 - 72.35.d Compass Points for the adjacent grave and that of the grave in the previous row
- 72.36 The Contractor is advised that the Supervising Officer shall provide a sample of six graves drawn on the blue copy of the preliminary booking form. The following is an example for G10/17 and is on section S/21 in row 4. The references to locate G10/17 are: 4' South of G87/206 and 2' W of G10/23

Table 14 Example of grave positioning

No grave	G10/17*	G87/206
G87/126	G10/23	G06/155

North

- 72.37 The Contractor shall collect instructions daily from the Supervising Officer and shall deliver them to the appropriate cemetery for implementation. Under normal circumstances the Supervising Officer shall give the Contractor a maximum of 4 working days notice prior to a funeral, except for a Muslim funeral that may be required for implementation within no more than four (4) hours notice. The Contractor is advised that when a funeral is booked with the Supervising Officer the information is entered onto a preliminary booking form. The yellow copy is the property of the Council and retained by the Supervising Officer. The blue copy of the preliminary booking form is issued to the Contractor and is then returned to the Supervising Officer by the Contractor following the funeral. The blue copy of the preliminary booking form shall be considered as an instruction to the Contractor from the Supervising Officer and is to be acted upon immediately. If the coffin size is not available at the time of booking then this shall be faxed to the Contractor by the Supervising Officer as soon as it becomes available. The Contractor shall return the disposal form by hand to the Supervising Officer on the day following a funeral.

- 72.38 As there is a legal requirement for the disposal certificate to be returned to the Councils Registrar within ninety six (96) hours of a burial, the Contractor shall ensure that there is no delay in delivering the form to the Supervising Officer. Any receipts for deeds that accompany the disposal certificate shall be returned to the Supervising Officer duly completed by the Contractor at the same time as the disposal certificates, in addition to any other papers, e.g. the minister's forms, maintenance instructions, enquiries, receipts.

Points of Doubt or Difficulty

- 72.39 If the Contractor encounters any points of doubt or difficulty during the implementation of the Burial Service, then, with the exception of routine maintenance operations implemented in accordance with Clauses 72.47 and 72.28, the Contractor shall immediately contact the Supervising Officer in order to clarify the matter before proceeding with the Burial Service.
- 72.40 Points of doubt or difficulty in respect of Clauses 72.47 and 72.28 and other routine grounds maintenance matters such as work to grass, plantings or trees, shall also be referred to the Supervising Officer.

Commencement and Completion of Service

- 72.41 The Contractor shall identify the correct grave in accordance with Clause 72.16. prior to digging a grave.
- 72.42 The Contractor shall prepare a grave for the time and date specified by the Supervising Officer and in accordance with the procedures detailed in the BSCP. In the event that a grave is to be prepared within twenty four (24) hours then as an exception from the requirement that written instructions shall be to the Contractor by the Supervising Officer prior to work being implemented, then the Supervising Officer shall give verbal instructions to the Contractor which shall be confirmed in writing by the Supervising Officer within one (1) working day.
- 72.43 The Contractor shall complete all work relating to the backfilling of the grave on the day of interment.

Rectification and Remedial Work

- 72.44 The Contractor shall contact the Supervising Officer immediately at the time of a burial in the event of an emergency due to a collapsed grave, a trapped coffin, and/or in the absence of bearers. Should a burial be the subject of any of the aforementioned events then the Contractor shall be available to attend the grave Site within thirty (30) minutes, in order to safely deal with the event and the Contractor shall be deemed to have made due allowance in his Tender rates for so doing.

Section P - Burial Service**Failure to Complete Grave On Time**

- 72.45 Without prejudice to the Conditions of Contract, should the Contractor (having received full instructions from the Supervising Officer to prepare a grave) fail to carry out and/or allow the funeral to be carried out by the time and date fixed, then the Contractor shall be responsible for all costs incurred by the Supervising Officer and all compensation agreed between the Supervising Officer and the relatives of the deceased.

Re-Opening of Wrong Grave Prior to Burial

- 72.46 Without prejudice to the Conditions of Contract, should the Contractor (having received full instructions from the Supervising Officer to prepare a grave) fail to re-open the correct grave then the Contractor shall remedy the error at his own expense and in such time period as determined by the Supervising Officer. The Contractor shall locate and dig the correct grave and shall backfill, compact and make good the incorrect grave all to the complete satisfaction of the Supervising Officer. The Contractor shall not leave the cemetery until all the remedial work has been rectified to the complete satisfaction of the Supervising Officer.

Locating Graves for Burials

- 72.47 The Contractor shall not use the inscription on a headstone to locate a grave. Should the Contractor have any doubt as to the validation of a grave space then the Contractor shall immediately seek advice from the Supervising Officer.

Shallow Depth Grave Policy (SDGP)

- 72.48 The Contractor shall at all times adhere to the Shallow Depth Grave Policy (SDGP) and Local Authorities Cemeteries Order 1977 (LACO) in respect of depths of burials and the protection of previously buried remains. The Contractor shall notify the Supervising Officer of all Shallow Depth Grave that the Contractor encounters when implementing the Burial Service.

Muslim Graves

- 72.49 In order to ensure that Muslim burials can take place in the event of an emergency burial, the Contractor shall ensure that two spare excavated grave spaces are always available for interment at all times in all Muslim sections within the cemetery. The locations shall be as agreed between the Supervising Officer and the Contractor.

Memorial Removal for the Re-Opening of Graves

- 72.50 The Contractor shall be responsible for the removal and return of all memorials prior to and following a funeral, and the Contractor shall be deemed to have made due allowance in his Tender rates for so doing. Memorial stones that are removed to erect soil boxes and/or to access a grave shall be returned within

forty eight (48) hours of the completion of a funeral. Memorial defects and/or damage shall be reported to the Supervising Officer and a digital photograph of a memorial defect and/or damage shall be provided by the Contractor to the Supervising Officer when required by the Supervising Officer. The Contractor shall be responsible for any damage caused during the removal and/or return of a memorial.

Grave Digging and Grave Excavations

- 72.51 The Contractor shall provide all grave digging equipment, tools and grave management materials (i.e. boards, shoring, webbing, artificial grass matting, ladders, metal track-way) necessary for grave digging and related operations. All grave digging equipment shall be kept clean and in a serviceable condition, all to the satisfaction of the Supervising Officer. All tools, grave digging equipment and materials retained on a cemetery while in use by the Contractor shall be stored away at the end of each day in a safe and tidy manner and in a location approved by the Supervising Officer. All grave digging equipment not in use by the Contractor shall be stored securely in the Contractor's Depot.
- 72.52 The Contractor is advised that three (3) lengths of appropriate webbing are to be made available by the Contractor for each interment. Adult webbing is dark and three inches (3) wide. Infant webbing is White and two inches (2) wide. All webbing shall be Cleaned for every funeral and shall have no frayed and/or torn edges. The grass matting provided at each interment shall be clean, free from marks and/or contaminants and dry; it shall not be ripped or frayed. The Contractor shall ensure that matting is stored inside in dry conditions and folded to maintain a good appearance when used at a funeral. The Contractor shall be required to provide each interment with a wooden soil box made of good quality chipboard, and a writing pen for use by the clergy during the course of the funeral.
- 72.53 Mechanical excavators used by the Contractor for grave excavations shall not exceed 3000kg unladen weight and shall be suitable for implementing excavation in confined spaces. The Contractor shall take full account of the numerous obstructions that shall be found and the nature of the cemetery when using mechanical excavators. The Contractor shall have two working mechanical pumps available at all times to ensure that the Contractor maintains the grave space free from water prior to a funeral.
- 72.54 Graves shall be excavated by the methods detailed in Table 15.

Table 15 Grave Digging and Grave Excavations

Grave Type	Method
Exhumation	By hand digging ONLY

Section P - Burial Service

Table 15 Grave Digging and Grave Excavations (continued)

Grave Type	Method
Re-open Graves	By hand digging ONLY
Cremated Remains Graves	By hand digging ONLY
New Graves	By hand digging OR by mechanical excavation in accordance with the Supervising Officer's instructions

72.55 Grave interment depths shall be excavated in accordance with Table 16:

Table 16 Grave Interment Depths

Grave Type	Depth
New / Re-Open for 1	5 feet
New / Re-Open for 2	7 feet
New / Re-Open for 3	9 feet
Re-Open for 4	11 feet
Cremated Remains Burial in Grave	12 inches down and 24 inches under
Cremation Plot	2 feet
Infant Community	3 feet
Infant Private Grave	5 feet

72.56 Should ground conditions deteriorate, and to avoid damage to areas surrounding new graves, the Supervising Officer may require the Contractor to hand dig all new graves (apart from Muslim graves); and this requirement shall be implemented by the Contractor within two (2) working days of such an instruction from the Supervising Officer.

72.57 The Contractor shall remove any plantings or other materials upon the grave prior to commencing excavations and shall place them neatly and discreetly to the edge of the working area or in accordance with any other specific requirements of the Supervising Officer. If plantings or materials are deemed inappropriate to re-plant and/or replace then the Contractor shall refer to the Supervising Officer for clarification on how to proceed. If the Supervising Officer considers that the plantings and/or materials are unsuitable for replanting and/or replacing then the plantings shall be left to one side of the grave space and if not replaced and/or replanted upon the grave by the bereaved family within ten (10) working

days then the plants or materials shall be removed and disposed of by the Contractor.

- 72.58 The Contractor shall ensure that sufficient staging is always placed upon the ground prior to commencing the excavation of a grave and shall ensure that all the excavated spoil is placed on the staging. All spoil shall be placed in a single heap and shall be no closer to the grave being excavated than eighteen (18) inches.
- 72.59 The removal of memorials for re-opening and access shall be carried out by the Contractor as part of burial works, and such removal shall be carried out by the Contractor in accordance with the training provided by the Institute of Cemetery and Crematorium Management (ICCM) and is part of the Cemeteries Operative Training Scheme (COTS). The Supervising Officer shall not allow the work referred to in this Clause 72.59 to be undertaken by any of the Contractors operatives who have not been trained in COTS. For guidance purposes only the Contractor is advised that the standard memorial is 6 feet 6 inches by 26 inches with a reinforced 4 inch concrete base. The overall height is 48 inches or 56 inches with a cross. The Contractor shall not be expected to move Monoliths and/or columns nor anything oversized or with a granite landing. The Contractor shall notify the Supervising Officer immediately in the event that a memorial cannot be moved and/or if there is a danger that the memorial (as a result of the memorials visible wear and tear) may be damaged if the memorial is moved by the Contractor.

Protection of Adjoining Graves

- 72.60 The Contractor shall ensure that whenever possible the spoil from a grave is placed on an unused grave space in preference to those which have been buried in. The Contractor shall ensure that by using staging the memorial and/or plants are not stained or damaged in any way.
- 72.61 The Contractor shall ensure that sufficient staging is placed upon the ground and that all the excavated spoil is placed on the staging.

Shoring

- 72.62 As a grave is excavated the Contractor shall provide and install shoring of a type approved by the Supervising Officer. Shoring shall be in accordance with the requirements of the Construction (General Provisions) Regulations 1961 and shall be provided in order to ensure the safety of the Contractor's employees digging the grave and to ensure that the grave is suitable for its purpose.
- 72.63 The Contractor shall make due allowance during the excavation of the grave for installing shoring and shall ensure that the grave is sufficiently large to accommodate the coffin and its handles.
- 72.64 The Contractor shall ensure that the bottom of the grave is level.

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- 72.65 The Contractor shall ensure that upon completion of digging the grave, the grave space is covered in order to ensure that it is safe in accordance with Clause 72.17.
- 72.66 The Contractor shall ensure that only sufficient spoil (which shall not include top-soil) shall be disposed of and the Contractor shall take account of the volume of the coffin to be buried as part of the spoil disposal.
- 72.67 The Contractor shall accept that the size of a grave might have to be altered during the initial digging operation and/or following completion of the grave. The Contractor shall however alter the excavation as necessary to accommodate a revised size regardless of when the request arises. For guidance purposes only the average grave excavation is approximately seven (7) feet six (6) inches in length and thirty (30) inches in width. On completion of the excavation, the grave shall be covered with walk boards, tarpaulin and a Teleshore box to ensure that it is secure from external intervention until the funeral.

Funeral Preparation

- 72.68 The Contractor shall prepare and present all completed graves to ICCM standards. Graves shall be completed at least one (1) hour before a funeral is expected.
- 72.69 All tools shall be removed and the area shall be made tidy prior to the start of the grave side service. Paths or roads in the area of the grave shall be swept before the funeral cortege arrives.
- 72.70 If water is coming in to a grave and a water pump is required to remove the water it shall be removed from the grave side prior to the service starting.
- 72.71 The Contractor shall identify the most convenient and safe access route to the grave for the funeral party and shall assist mourners to the grave space.
- 72.72 The Contractor shall ensure that the route and precincts of the grave are cleared of any obstructions.
- 72.73 If the access route is wet or muddy then track way or matting shall be laid.
- 72.74 The Contractor shall identify the head end of the grave to be buried.
- 72.75 The Contractor shall remain throughout the committal at a discreet distance but near enough to be of assistance if required.
- 72.76 When an interment takes place within an area of low frequency grass cutting, the Contractor shall cut an area of grass the day prior to the funeral in order to enable access for the coffin bearers and mourners to and around the grave. The grass shall be cut to a height not exceeding 70mm.
- 72.77 The Contractor shall place a platform around the excavation which shall consist of head and foot end boards and four (4) x walk boards two (2) on each side of the excavation.

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- 72.78 Grass matting shall be provided by the Contractor to cover the spoil, box and platform, matting shall also be draped down all walls of the grave covering any shoring. Grass matting that covers the platform shall be secured and folded identifying any steps to prevent any trips or falls by mourners.
- 72.79 The bottom of the grave shall be dressed with bark mulch if wet. Two (2) clean put logs of suitable length shall be placed across the excavation.
- 72.80 Three (3) clean suitable length webs shall be placed across the excavation.
- 72.81 A small soil box containing fine grade topsoil shall be supplied by the Contractor to make a token sprinkling.
- 72.82 Three (3) clean shovels shall be supplied by the Contractor to be made immediately available if required by mourners.
- 72.83 The Contractor shall liaise with the funeral director before any backfilling of the grave commences.
- 72.84 The Contractor shall not proceed with a standard backfill until all the mourners have left the grave Site.

Backfilling and Associated Operations

- 72.85 Shoring shall be removed in accordance with health and safety guidelines, and the backfilling shall begin in a manner that shall not damage the coffin.
- 72.86 During backfilling the soil shall be thoroughly consolidated every eighteen (18) inches. The last eighteen (18) inches shall be backfilled using the topsoil set aside from digging the grave.
- 72.87 On completion of the backfilling operation, the spoil, minus that for disposal shall be mounded upon the grave to a height not exceeding eighteen (18) inches.
- 72.88 All graves shall be backfilled and shall not be left open overnight for any reason.
- 72.89 Wreaths and all other floral tributes shall be arranged neatly upon the mound and grave space.
- 72.90 If a temporary wooden cross has been supplied then the Contractor shall place this at securely at the head end of the grave.
- 72.91 The adjoining area shall be cleared of all spoil and, together with the grave, left in a neat and tidy condition. This shall include raking and sweeping where necessary.
- 72.92 Memorials on adjacent graves shall be thoroughly Cleaned in the event that they have become contaminated by spoil.
- 72.93 The Contractor shall check the grave and place the grave identification marker centrally at the foot of the grave, the Interment record can then be completed signed off and provided by the Contractor to the Supervising Officer who shall then inspect the grave for completion to the Specification.

Section P - Burial Service**73.0 Grave Reinstatement**

- 73.1 For a period of twelve (12) months following the backfilling of any grave the Contractor shall include in his Tender rates for and shall implement the following work in respect of grave reinstatement.
- 73.2 If during a period of sixteen (16) weeks following the backfilling of the grave, any part of the mounded soil settles by more than four (4) inches then the soil shall be redistributed as necessary in order to remove hollows and to maintain the grave in a neat and hazard free condition.
- 73.3 The Contractor may use stock piled spoil from previously dug graves to top up new sunken graves, but only to ground level, approved topsoil shall be used above ground level.
- 73.4 After twelve (12) months following the backfilling of any grave and if so instructed by the Supervising Officer, the Contractor shall implement the following work in order to reinstate the grave to the general level of the surrounding areas.
- 73.5 The grave shall be filled using approved topsoil, which shall be graded and levelled, lightly consolidated and cultivated to produce a true and even surface free from depressions and undulations.
- 73.6 Where the grave is to be re-turfed the soil shall be finished at a level below the existing ground level sufficient to accommodate the turf and the existing turf shall be replaced.
- 73.7 Where the grave is not to be turfed then the edges of the soiled area shall marry into the surrounding existing grass area. All stones exceeding one (1) inch in any direction together with all weeds, roots and other extraneous materials shall be removed.
- 73.8 During the removal of weeds and other arising the Contractor shall ensure that the minimal removal of soil takes place.
- 73.9 Chemical weed control shall only be implemented by the Contractor with the prior approval of the Supervising Officer.

74.0 Exhumations**Exhumations**

- 74.1 The removal of remains shall take place strictly in accordance with the conditions of the licence issued by the Home Office or Bishop's Faculty. The Contractor is advised that the actual exhumation shall, in accordance with Home Office instructions, take place outside normal cemetery working hours. The Service shall be implemented in a manner to ensure that the coffin or other container, and remains, are removed without causing unnecessary disturbance. During the exhumation the Contractor shall ensure that he provides adequate protective clothing.

Exhumation of Cremated Remains

- 74.2 The Contractor shall excavate and exhume cremated remains in the presence of the Supervising Officer. Excavations shall be in accordance with the CSCSWP and grave digging specification. The re-interment, where required, and the back-filling of the grave shall be implemented in accordance with Clause 73.0.

Exhumation of Full Earthen Burial

- 74.3 The Contractor shall produce a method statement and risk assessment report for the Supervising Officers approval seven (7) days prior to commencing the exhumation.
- 74.4 The Contractor shall provide and securely erect screens of a height and quality that shall prevent the exhumation and re-coffining being seen or watched by any casual observer.
- 74.5 Before starting the exhumation the Contractor shall provide at the Site of the work a suitable disinfectant solution for application during the exhumation.
- 74.6 Excavation shall be implemented by the Contractor in accordance with the CSCSWP.
- 74.7 Disinfectant shall be liberally applied in and around the area of the exhumation and any offensive soil excavated and repeated each time that offensive soil is exposed or disturbed.
- 74.8 The Contractor shall place sufficient approved webs beneath the coffin for it to be raised.
- 74.9 The raising of the coffin shall only proceed in the presence of an Environmental Health Officer and the Supervising Officer.
- 74.10 The Contractor shall remove the coffin from the grave without causing any unnecessary damage to the coffin.

Multiple Exhumations

- 74.11 In the event that the coffin to be exhumed lies beneath one or more coffins, the overlying coffins shall be removed in accordance with the above Clause.
- 74.12 Once removed, any coffin that shall be re-interred in the grave shall be placed on and covered with sheets and kept inside the screened area.
- 74.13 The Contractor shall carefully identify each coffin taken from the grave and the order in which it was exhumed to enable him to replace them in the correct order.
- 74.14 Excavation shall continue in order to expose lower coffins as necessary and all in accordance with the specifications.
- 74.15 Having exhumed the body named in the licence, other coffins shall be replaced in their correct order, with a minimum of six (6) inches of carefully consolidated soil between.

Section P - Burial Service

- 74.16 Immediately following exhumation the Contractor shall transport the coffin either to a new grave within the cemetery, using transport approved by the Supervising Officer or to alternative transport provided by others for removal from the cemetery.
- 74.17 Any re-interment and backfilling shall be implemented in accordance with the specifications for backfilling and associated operations.
- 74.18 All tools and equipment are to be removed to the Contractor's Depot and Cleaned with water and disinfectant.
- 74.19 Rubber boots and rubber gloves shall be thoroughly washed with water and disinfectant.
- 74.20 All other disposable protective clothing shall be placed in clinical waste bags, sealed and left for a special collection the same morning which shall be organised and implemented by the Contractor.
- 74.21 Anyone involved in lifting who is not wearing rubber boots shall clean and disinfect their footwear.
- 74.22 The Contractor's employees who actively participated in the exhumation shall shower and change clothing when the exhumation has been completed.

75.0 Planting and Maintenance Graves

- 75.1 There are approximately seventy (70) graves across the five cemeteries that are planted with seasonal bedding plants twice per year. The graves shall receive attention seventeen (17) times per year, during the months of May to September and once (1) per month from October to April. Prior to planting an additional grave, topsoil, provided by the Contractor shall be spread evenly over the grave to a depth of six (6) inches. Graves shall be cleared of previous plantings, weeds and debris. Grave space personal items or floral tributes shall be removed and replaced by the Contractor on completion of the works.
- 75.2 The soil edges of the grave shall be pushed back and sloped at forty five (45) degrees. All turf edges of the grave shall be cut at an angle of sixty five (65) degrees to the horizontal sloping away from the grave using a half moon edging iron and string lines if necessary. All arising are to be removed from the Site to an approved tip.
- 75.3 Once cleared the grave shall be forked over and stones larger than one (1) inch shall be removed, if necessary, topsoil shall be added.
- 75.4 Prior to planting spring bedding, compost or manure shall be incorporated into the soil. Industry approved water retention gel shall be incorporated into the soil at the manufacturer's recommended rate of application.
- 75.5 All weeds shall be removed from soil areas by hand, hoeing or forking out and the Contractor shall ensure that any permanent planting or seasonal bedding

Section P - Burial Service

within the grave is not damaged or rendered unstable during the implementation of weeding.

- 75.6 Hand weeding and forking out shall include the careful and thorough removal of the roots of perennial weeds. Following the removal of weeds the soil shall be lightly cultivated with a hoe in order to remove footprints and create an even tilted appearance free from depressions.
- 75.7 The grass immediately surrounding the grave shall be trimmed.
- 75.8 Watering shall be carried out as necessary by the Contractor in order to keep plants in a healthy condition.

Section Q - Ponds and Watercourses

Section Q - Ponds and Watercourses

76.0 General Requirements

- 76.1 The Contractor shall implement the maintenance of all detailed ponds throughout the Contract Area in accordance with the requirements of this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor. All operations shall be carried out in such a manner so as not to disturb wildlife, fish, nesting birds and wildfowl and so as not to damage any aquatic vegetation.
- 76.2 The Contractor shall carry out all maintenance operations giving due regard to Section 22 of the Water Act 1973 (as amended by Section 48 of the Wildlife and Countryside Act 1981). Under no circumstances shall pesticides, fuel, fertilisers, lubricating oil, hydraulic fluids or other materials used by the Contractor be allowed to leak or spill into ditches and/or water courses. The Contractor shall be held fully responsible for any such pollution incidents if incidents are shown to be caused by the Contractor's actions.
- 76.3 Where operations involve the removal of Waste, debris, refuse, Litter and any other deleterious matter from any water feature, the Contractor unless otherwise instructed leave that material on the edge of the feature for a minimum of twenty four (24) hours, but under no circumstances no more than two (2) days, so that wildlife within the material can migrate back into the water. Adequate barriers and warning signs shall be provided during work, including associated reinstatement, in order to protect members of the public and to ensure that no obstructions are left which may cause a hazard.

Definitions

- 76.3.a Pond shall include informal, natural, semi-natural and ornamental water features.
- 76.3.b Watercourse shall include ditches, streams, swales and marsh areas.
- 76.4 With the exception of the operations detailed in Clause 78.0, all work to ponds and watercourses shall be implemented without draining down the ponds or in any way altering the normal water level within the pond or watercourse unless specifically instructed otherwise by the Supervising Officer.
- 76.5 During work to ponds the Contractor shall ensure that clay linings or artificial linings are not damaged.
- 76.6 The Contractor shall be deemed to have included in his Tender rates sums to cover for the provision of a boat, waders and other devices that shall be necessary for the implementation of work in ponds and watercourses.
- 76.7 All arisings shall be disposed of in accordance with Clause 23.0.
- 76.8 The Contractor shall advise the Supervising Officer immediately of the following:

- 76.8.a any damage to silt or rubbish traps, pipes, sluice gates or weirs observed during the implementation of maintenance work;
- 76.8.b any mechanical or electrical failure to a fountain.
- 76.9 The Contractor shall implement work to ponds and watercourses which are not detailed within the Specification. The work shall include the removal of silt and mud by hand and/or approved mechanical methods, and the removal and disposal of general rubbish and other arisings. All such work shall be implemented when instructed by the Supervising Officer and shall be paid for in accordance with the Contractor's Daywork Rates.

77.0 Routine Maintenance

Clearance of Arisings

- 77.1 During the implementation of Litter collection from detailed Sites in accordance with Clause 64.2, the Contractor shall ensure that the following work is implemented.
- 77.2 All Litter and General Debris (Clause 64.2 refers) shall be removed from ponds and watercourses.
- 77.3 In order to prevent flooding all branches or other unsecured vegetation that may impede the flow of water shall be removed from ponds and watercourses.
- 77.4 In order to prevent the blockage or silting up of the water intake or nozzles of a fountain, all vegetation, silt and other extraneous materials shall be removed.

78.0 Ornamental Ponds

- 78.1 On one (1) occasion during the period October to November each year the Contractor shall implement the following work.
 - 78.1.a Clear the current year's growth of plants and/or any other deleterious material or growth located within the pond.
 - 78.1.b Remove all accumulated silt, general rubbish, debris and any other extraneous material from the whole of the bottom of the pond and from any pipes, silt traps or other inlets or outlets to the pond.
 - 78.1.c Allow for draining down by existing available outlet pipe or by pumping if necessary prior to implementing the work Operational in Clause 78.1.b, and subsequently refilling the pond with clean water on completion of the removal of silt and similar.
- 78.2 On two (2) occasions per week throughout the year the Contractor shall implement the following work.
- 78.3 Remove all Litter, general rubbish, General Debris and any other extraneous material on or in the pond.
 - 78.3.a All work shall be completed by the Contractor before 10.00.

Section Q - Ponds and Watercourses**79.0 Natural and Semi-natural Ponds**

- 79.1 During the period September to February the Contractor shall implement the following work.
- 79.2 Using shears, scythes or other methods approved by the Supervising Officer the Contractor shall clear the current year's growth of herbaceous plants growing around and within the margins of the pond. Plants growing within the water (e.g. Reed and Reed Mace) shall be cut down to surface water level, herbaceous plants growing within the bank shall be cut down to ground level or above the rhizome or stool as is applicable to the species.
- 79.3 If so instructed by the Supervising Officer the Contractor shall cut unwanted rhizomes with a spade. Arisings are to be left for twenty four (24) hours, but no more than two (2) days to allow invertebrates to get back into the water.
- 79.4 The Contractor shall ensure that the cut plant material is removed from the water as work proceeds and not allowed to float off to collect at other areas of the pond.
- 79.5 The Contractor shall remove all accumulated silt, general rubbish and other extraneous material from any silt or rubbish trap or other inlet or outlet pipes around the margins of the pond.
- 79.6 The Contractor shall only undertake this work using a pair or pairs of the Contractor's employees and a Banksman is required at all times. The Banksman shall have immediate access to a lifeline and shall be able to use it proficiently. All the Contractor's employees shall be made aware of Weil's disease by the Contractor and shall take all necessary precautions including the wearing of gloves and waist high waders at all times. No work is to be started unless previously agreed with the Supervising Officer who may wish to supervise the work.

Watercourses

- 79.7 During the period October to February the Contractor shall implement the following work.
 - 79.7.a Using shears, scythes or other methods approved by the Supervising Officer the Contractor shall clear the current year's growth of herbaceous plants growing around and within the watercourse. Plants growing within the water shall be cut down to surface water level, herbaceous plants growing within the bank shall be cut down to ground level or above the rhizome or stool as is applicable to the species.
 - 79.7.b The Contractor shall ensure that the cut plant material is removed from the water as work proceeds and not allowed to float off to collect at other areas of the watercourse.
 - 79.7.c Remove all accumulated silt, general rubbish, Litter, leaves and any other extraneous material and/or vegetation from any silt or rubbish trap or other inlet or outlet pipes around the margins of the watercourse.

Section Q - Ponds and Watercourses

- 79.8 On two (2) occasions per week throughout the year the Contractor shall implement the following work such that the watercourse is aesthetically pleasing and wholly functional.
- 79.9 Remove all Litter, general rubbish, General Debris and any other extraneous material on or in the watercourse.
- 79.9.a All pipe entries and exits to and from ditches shall be cleared to allow uninhibited passage of water at all times and blockages within pipe runs shall be relieved immediately using approved methods and equipment.
- 79.10 If so instructed by the Supervising Officer the Contractor shall implement the following work.
 - 79.10.a Remove silt by approved hand and/or mechanical excavation and spread the excavated material evenly on the specified area adjacent to and within 2m of the ditch; or
 - 79.10.b Implement excavation by hand or mechanical equipment in order to make good damaged or obstructed sections of the ditch or stream. Unless instructed otherwise by the Supervising Officer the arisings shall be disposed of. On completion of excavations the ditch or stream shall be left with a uniform cross-section generally matching in all respects the adjacent unexcavated sections and shall have an even gradient to the inverts, the finished levels of which shall not cause impediment of the water flow along the ditch.
 - 79.10.c Remove accumulated vegetation and dispose of.
 - 79.10.d Drainage pipes shall be cleared of silt or other debris by rodding or pressure jetting.
 - 79.10.e Unless instructed otherwise by the Supervising Officer during the implementation of work to ditches and streams, natural features such as weirs and stepping-stones shall be retained.

Section R - Special Events

Section R - Special Events

80.0 General requirements

- 80.1 The Contractor is advised that during the year Operational Sites throughout the Contract Area are periodically used by the Council and other bodies authorised and licensed by the Council to stage Special Events, shows and entertainments. Special Events include:- regularly (usually annually) held events which take place at specific venues and on specific dates or occasions each year, occasional events which may be held, infrequently, irregularly, at several venues at one time, at no regular venue.
- 80.2 Special events shall include those listed in Table 17

Table 17 List of Special Events

London in Bloom
Ealing in Bloom
Green Flag
Funfairs and circus
Fayres and fetes
Music in the Park
Firework nights
Play schemes
Sports tournaments – e.g. football, baseball, rugby
Visit by Dignitary
Park landscape development openings

- 80.3 Special Events shall require the Contractor to: -
- 80.3.a adjust scheduled maintenance to meet event dates;
 - 80.3.b implement additional work to prepare for events;
 - 80.3.c work and attend during the event; and
 - 80.3.d reinstate after the event.
- 80.4 Where a Special Event is fixed a year in advance, then the Supervising Officer shall provide a programme of events for the following year. This programme shall not be definitive as there may be a requirement for other special events throughout the year. The Council shall give as much notice as possible to the

- Contractor, and not less than three weeks notice, regarding the actual dates and requirements of the Supervising Officer.
- 80.5 The Contractor shall implement work specifically required in respect of Special Events in accordance with the instructions issued to the Contractor by the Supervising Officer.
 - 80.6 The Contractor shall adapt his routine scheduled maintenance work to ensure areas used for events are fully prepared in accordance with the maintenance schedule for that area.
 - 80.7 The Contractor shall provide labour and equipment to prepare and renovate event Sites ensuring that resources are not diverted from the routine work of this Contract in such a way that would cause a lowering of Specification standards. The Supervising Officer shall approve any diversion of resources from the main maintenance programme to Special Event work.
 - 80.8 The Contractor shall attend briefing meetings with the Supervising Officer and private event organisers as required to determine and agree the work schedule for event preparation.
 - 80.9 When required, the Contractor shall undertake the clearance of Litter and other arisings after the event and shall reinstate areas as soon as possible and/or to the dates required by the Supervising Officer.
 - 80.10 The Contractor shall be required to adapt to unexpected changes in the specification supplied by the Supervising Officer/Event organisers. The Supervising Officer shall attempt to minimise any such change to the Contractor's programme but provides no guarantee to the Contractor that the size and scale of change that may be required shall not disrupt the Contractor's programme.
 - 80.11 The Supervising Officer and the Contractor shall negotiate the sum payable depending upon the amount of work involved and the sum shall be based upon Daywork Rates and other submitted Tender rates as the Supervising Officer considers applicable.

Preparatory Work Required for Special Events

- 80.12 If so instructed by the Supervising Officer the Contractor shall implement the appropriate work in accordance with the following details.

Arisings

- 80.13 All arisings shall be disposed of in accordance with 23.0.

Grass cutting

- 80.14 Grass cutting shall be implemented with Section B - Grass Cutting.

Section R - Special Events**Line Marking**

- 80.15 Line Marking, whether of sports pitch layouts or of other specific line marking requirements, shall be implemented in accordance with 37.0.

Goal Posts and Sockets

- 80.16 Sockets shall be installed in accordance with Clause 44.0
- 80.17 Goal Posts shall be transported and erected in accordance with 44.0.

Work to Plantings

- 80.18 If so instructed by the Supervising Officer the Contractor shall implement specified work to plantings in accordance with Series Section E - Permanent Plantings, Section F - Seasonal Bedding Displays and Section H - Hedges.

Fencing

- 80.19 If required by the Supervising Officer the Contractor shall supply and erect fencing in accordance with Section X - Fencing.

Sweeping and Litter

- 80.20 Cleansing operations shall be implemented in accordance with Series Section K - Cleansing.

Materials

- 80.21 All materials shall be supplied in accordance with Section T - Supply of Materials.

Work Arising Following Special Events

- 80.22 If so instructed by the Supervising Officer the Contractor shall implement the appropriate work in accordance with the following details.

Arisings

- 80.23 All arisings shall be disposed of in accordance with Clause 23.0.

Goal posts and Sockets

- 80.24 Goal posts shall be dismantled and transported to the Contractor's store in accordance with Clause 44.0.
- 80.25 Sockets shall be removed and the area of the socket installation shall be reinstated in accordance with Clause 44.0.

Fencing

- 80.26 Fencing shall be dismantled and transported to the Contractor's store and the post holes backfilled in accordance with Clause 99.15

Repair/Renovation/Reinstatement

- 80.27 Repair, renovation and reinstatement shall be implemented in accordance with Section C - Reinstatement Of Grass Areas and Section L - Hard Surfaces.

Sweeping and Litter

- 80.28 Cleansing operations shall be implemented in accordance with Section K - Cleansing.

Site Condition

- 80.29 All work shall be implemented by the Contractor in a manner and to an extent that ensures that Operational Sites on which Special events have been held are left in a neat and tidy condition and to the satisfaction of the Supervising Officer.

Section S - Planting

Section S - Planting

81.0 General Requirements

- 81.1 The Contractor shall implement planting in accordance with the relevant specification within this section.
- 81.2 All planting shall be implemented during the period October to March (inclusive), unless expressly instructed otherwise by the Supervising Officer. If so instructed by the Supervising Officer the Contractor shall incorporate a water retention gel into the soil at the manufacturer's recommended rate of application.
- 81.3 Planting shall be in accordance with the Planting Plans and Schedules issued by the Supervising Officer.
- 81.4 Work shall be implemented when ground conditions are suitable. Work shall not be undertaken when the ground is frozen, snow covered, water-logged, excessively wet or in a plastic condition, or in a state which would result in the destruction of the natural (crumb) structure of the soil.
- 81.5 The Contractor shall:
 - 81.5.a Remove all pots and polythene bags from containerised plants and all hessian or wrappings from root balled or root wrapped plants prior to planting.
 - 81.5.b Remove all string, labels, canes, and ties that have been supplied with the plant unless the Supervising Officer instructs that any item shall be retained.
 - 81.5.c Thoroughly water container and rootballed plants immediately prior to planting.
- 81.6 On completion of planting the Contractor shall leave planted areas neat and tidy.
- 81.7 All arisings shall be disposed of in accordance with Clause 23.0.
- 81.8 All pesticides shall be applied in accordance with Clause Section J - Pesticides and Fertilisers.
- 81.9 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.
- 81.10 All plant material shall be supplied by the Contractor in accordance with Section U - Supply of Plant Material, Turf and Grass Seed.
- 81.11 All fertilisers shall be applied in accordance with Clause Section J - Pesticides and Fertilisers.

Maintenance

- 81.12 The Supervising Officer shall certify the date when, in his opinion, planting work in respect of the whole of any one scheme, Site or location have been practically completed.

- 81.13 The Contractor shall be responsible for the successful establishment of plants and for their maintenance for the relevant period as set out in Table 18. The period shall commence on the date of practical completion.
- 81.14 The Contractor shall, for the period of his responsibility for maintenance, implement all work including irrigation, fertiliser application, the removal of spent vegetation, pest, disease and weed control and pruning as necessary to ensure the successful establishment, the good quality and good health of the plants, and in addition shall maintain the whole area of planting weed free, and shall be deemed to have included in his Tender rates for so doing.

Table 18 Periods of Post Practical Completion Plant Maintenance

Type of Plants	Period of Contractor's Responsibility
Herbaceous	18 months
Groundcover	18 months
Shrubs	18 months
Roses	18 months
Hedge	24 months
Whips	24 months

- 81.15 Any plants, other than those found to be missing or defective as a result of theft or malicious damage, which are found to be defective due to materials or workmanship not in accordance with this Specification, shall be replaced by the Contractor entirely at his own cost at the commencement of each successive planting season within the period of maintenance Operational in Table 18.
- 81.16 At the end of the relevant period Operational in Table 18 above, or at a later date in the event that Clause 81.15 above applies, the Supervising Officer shall only accept plants that are established, free from pest, disease and weeds and growing satisfactorily.
- 81.17 The Supervising Officer shall certify the dates when, in his opinion, the Contractor's obligations under this Clause have been discharged.

Planting of Herbaceous Perennials - Replanting of Existing Stock

- 81.18 Prior to lifting the plant all growth shall be cut back to 50mm above the plant stool.
- 81.19 All plant material shall be lifted using a fork ensuring that the plant stool and roots remain intact.

Section S - Planting

- 81.20 The soil shall then be cultivated using an approved rotavator or by hand digging to a depth of 200mm incorporating well rotted manure at the rate of 20 ltrs per sq m, following which an approved fertiliser shall be applied evenly over the surface of the soil and lightly worked in.
- 81.21 Following cultivation and fertiliser application the soil shall be lightly consolidated by treading, and raked level to leave a maximum crumb size of 25mm in any dimension.
- 81.22 The planting area shall then be replanted with the specified plant material. The plant material shall be divided into 100mm x 100mm portions within which the roots shall remain intact and undamaged.
- 81.23 Using a hand trowel, planting holes shall be excavated and shall be large enough to accommodate the rootball without restriction. Each plant shall be placed upright in the hole and the rootball at the correct depth below the soil surface. The soil around each plant shall be firmed in place by hand, avoiding excessive soil compaction and damage to the plant.
- 81.24 On completion of planting the planted area shall be cultivated to leave the soil surface free from depressions and undulations with a maximum crumb size of 25mm in any dimension. Where a bed or border abuts a grass area, the edge profile shall on completion of cultivation be formed and maintained, where appropriate, to have a clean, vertical edge between 75mm-100mm high at an angle of 15° sloping inwards. During preparation of the edge profile any surplus soil generated shall be distributed evenly over the surface of the bed.
- 81.25 All weeds, roots and other extraneous materials generated during the work shall be removed.
- 81.26 The plants shall be maintained in accordance with Clause 81.14.
- 81.27 Any surplus plant material shall remain the property of Ealing Council and shall be disposed of in accordance with the Supervising Officer's instructions.
- 81.28 Preparation of a new bed/border shall be implemented in accordance with Clause 82.4.

Planting with New Stock

- 81.29 The Contractor shall lift all specified existing plants including their roots and dispose of same in accordance with the Supervising Officer's instructions.
- 81.30 The Contractor shall implement preparatory cultivation work in accordance with Clauses 81.20 and 81.21.
- 81.31 The border shall then be planted in accordance with Clauses 81.23 and 81.24 using new plant material.
- 81.32 All weeds, roots and other extraneous materials generated during the work shall be removed.
- 81.33 The plants shall be maintained in accordance with Clause 81.14.

- 81.34 Preparation of a new bed/border shall be implemented in accordance with Clauses 81.35 to 81.38.

Planting of Shrubs and Roses

Preparation of Existing Bed/Border

- 81.35 Prior to cultivation and planting, any mulching materials on the surface of the area to be planted shall be raked to the perimeter of the planting area and shall be redistributed evenly over the whole of the newly planted area on completion of planting.
- 81.36 Remove all specified existing plants, including their roots, together with all arisings. Plant removal shall be implemented in a manner to ensure that there is no unnecessary disturbance of plants which are to be retained.
- 81.37 Rose Beds that are to be completely replanted shall require soil sterilisation using an approved pesticide. This work shall be implemented following the removal of all plants including their roots, together with all arisings.
- 81.38 The soil shall then be cultivated using an approved rotavator or by hand digging to a depth of 200mm. Following cultivation the soil shall be lightly consolidated by treading and raked level to leave a maximum crumb size of 25mm in any dimension.

Planting

- 81.39 Using a spade, the planting pit shall be excavated and shall be 75mm wider in all directions than the rootball or the full natural spread of the root system of the plant being planted, making due allowance to ensure the stem of the plant is correctly located. When the soil has been completely excavated the bottom of the pit shall be broken up to a depth of 100mm. If bare rooted plants are being planted the floor of the pit shall be shaped to a slightly raised centre in order to aid an even distribution of the roots within the planting pit.
- 81.40 Prior to backfilling an approved planting compost shall be incorporated into the excavated soil at the rate of 5 litres per plant pit which shall then be cultivated to produce a fine friable mixture.
- 81.41 The plant shall be placed upright in the planting pit with the roots fully spread in their natural position.
- 81.42 The planting pit shall be backfilled with the excavated soil to half its depth and firmed by treading. The remainder of the excavated soil shall then be placed in the hole and again firmed by treading. During the backfilling, soil shall be worked or shaken between the roots in order to ensure that there are no air pockets within the pit. Any excess soil shall be spread evenly over the surface of the planted area.
- 81.43 On completion of planting the plant shall be upright and:

Section S - Planting

- 81.43.a The root system of containerised plants shall be at the correct depth below the soil surface.
- 81.43.b The root system of barerooted and rootballed plants shall be such that the surface soil level, after settlement, shall be at the original soil mark on the stem of the plant.
- 81.44 All plants requiring support shall be supported at the time of planting. The method of support shall be as Operational in the planting plans and schedules issued by the Supervising Officer.
- 81.45 Following the completion of planting an approved fertiliser shall be spread evenly over the area of each planting pit.
- 81.46 Following the completion of planting and fertiliser application, the planted area shall be lightly cultivated to leave the soil surface free from depressions and undulations with a maximum crumb size of 25mm any dimension. Where a planted area abuts a grass area, the edge profile shall on completion of cultivation be formed and maintained, where appropriate, to have a clean, vertical edge between 75mm -100mm high at an angle of 15° sloping inwards. During preparation of the edge profile any surplus soil generated shall be distributed evenly over the surface of the bed.
- 81.47 All weeds, roots and other extraneous materials generated during the work shall be removed.

Mulching

- 81.48 Bark mulch shall be applied to all new permanent plantings in accordance with Clause 51.0.

Maintenance

- 81.49 The plants shall be maintained in accordance with Clause 81.33.

82.0 Hedge and Whip Planting

Preparation In Existing Cultivated Ground

- 82.1 Prior to cultivation and planting, any mulching materials on the surface of the area to be planted shall be raked off the planting area and distributed evenly over the adjacent mulched surface.
- 82.2 The soil shall then be cultivated using an approved rotavator or by hand digging to a depth of 200mm, incorporating an approved well rotted manure at the rate of 20 ltrs per sq m.
- 82.3 Following cultivation the soil shall be lightly consolidated by treading and raked level to leave a maximum crumb size of 25mm in any dimension.

Preparation In Existing Grass - Trench Planting

- 82.4 The area to be planted shall be accurately set out within the grass area, following which the turf shall be lifted using hand and/or mechanical methods approved by the Supervising Officer. The lifted turf shall be not more than 30mm thick. The turf shall be disposed of unless instructed otherwise by the Supervising Officer.
- 82.5 Following the removal of the turf, the soil shall be cultivated using an approved rotavator or by hand digging to a depth of 200mm, incorporating an approved well rotted manure at the rate of 20 ltrs per sq m.
- 82.6 Following cultivation the soil shall be lightly consolidated by treading and raked level to leave a maximum crumb size of 25mm in any dimension.

Preparation In Existing Grass - Pit Planting

- 82.7 The area to be planted shall be accurately set out within the grass area, following which the turf within the planting area shall be sprayed with an approved contact and/or translocated herbicide.

Existing Plants

- 82.8 Remove all specified existing plants, including their roots, together with all arisings. Plant removal shall be implemented in a manner to ensure that there is no unnecessary disturbance of plants which are to be retained.
- 82.9 Existing hedge plants adjoining any gap within which new planting is to be implemented shall be pruned to remove all exposed dead wood and to promote regrowth of the plants. Cuts shall be to live outward facing buds or laterals. Stems to be removed completely shall be cut flush with the adjoining stem or cut out at ground level.
- 82.10 On completion of pruning the soil shall be cultivated using an approved rotavator or by hand digging to a depth of 200mm, incorporating an approved well rotted manure at the rate of 20 ltrs per sq m.
- 82.11 Following cultivation the soil shall be lightly consolidated by treading and raked level to leave a maximum crumb size of 25mm in any dimension.

Planting

- 82.12 Using a spade, the planting pit shall be excavated within the prepared area and shall be 25mm wider in all directions than the rootball or the full natural spread of the root system of the plant being planted, making due allowance to ensure the stem of the plant is correctly located. When the soil has been completely excavated the bottom of the pit shall be broken up to a depth of 100mm. If bare rooted plants are being planted the floor of the pit shall be shaped to a slightly raised centre in order to aid an even distribution of the roots within the planting pit.

Section S - Planting

- 82.13 Unless manure has been incorporated into the planting area during soil preparation work then prior to backfilling an approved planting compost shall be incorporated into the excavated soil at the rate of 5 litres per plant pit which shall then be cultivated to produce a fine friable mixture.
- 82.14 The plant shall be placed upright in the planting pit with the roots fully spread in their natural position.
- 82.15 The planting pit shall be backfilled with the excavated soil to half its depth and firmed by treading. The remainder of the excavated soil shall then be placed in the hole and again firmed by treading. During the backfilling, soil shall be worked or shaken between the roots in order to ensure that there are no air pockets within the pit. Any excess soil shall be spread evenly over the surface of the planted area.
- 82.16 On completion of planting the plant shall be upright and:
 - 82.16.a The root system of containerised plants shall be at the correct depth below the soil surface;
 - 82.16.b The root system of barerooted and rootballed plants shall be such that the surface soil level, after settlement, shall be at the original soil mark on the stem of the plant.
- 82.17 All plants requiring support shall be supported at the time of planting. The method of support shall be as Operational in the planting plans and schedules issued by the Supervising Officer.
- 82.18 Following the completion of planting an approved fertiliser shall be spread evenly over the area of each planting pit.
- 82.19 Following the completion of planting and fertiliser application, the planted area shall be lightly cultivated to leave the soil surface free from depressions and undulations with a maximum crumb size of 25mm in any dimension. Where the edge of the planted area abuts a grass area, the edge profile shall on completion of cultivation be formed and maintained, where appropriate, to have a clean, vertical edge between 75mm-100mm high at an angle of 15° sloping inwards. During preparation of the edge profile any surplus soil generated shall be distributed evenly over the surface of the bed.
- 82.20 The Contractor shall supply and install in accordance with the manufacturer's instructions an approved mulching mat to the whole length of the newly planted hedge.
- 82.21 If so instructed by the Supervising Officer the Contractor shall erect temporary fencing in accordance with Section X - Fencing.
- 82.22 All weeds, roots and other extraneous materials generated during the work shall be removed.

Maintenance

82.23 The plants shall be maintained in accordance with Clause 81.33.

Section T - Supply of Materials

Section T - Supply of Materials

83.0 General Requirements

- 83.1 The Contractor shall supply all materials necessary in order to implement the requirements of this Contract in accordance with this Specification and as may become necessary upon instruction of the Supervising Officer.
- 83.2 The Contractor shall ensure that stored materials are kept in good order and shall be required to supply the Supervising Officer with a list of his intended storage Sites and facilities prior to the commencement of the Contract.
- 83.3 The Supervising Officer may at his discretion inspect materials at the Contractor's place of storage and the Contractor shall attend such visits if deemed necessary by the Supervising Officer.
- 83.4 Any materials supplied by the Contractor that are, upon inspection by the Supervising Officer, defective and/or become defective within 12 months of supply shall be replaced by the Contractor and all work so required therewith shall be implemented all at the Contractor's expense. The Contractor shall not be liable for the replacement of defective material(s) within the 12 month period referred to in this Clause 83.4 where in the reasonable opinion of the Supervising Officer the defect to the material(s) is as a result of vandalism.
- 83.5 The source of bulk materials including farmyard manure, mulching materials, tree bark, sand, top dressing and topsoil, shall be approved by the Supervising Officer. Any bulk materials brought on to a Operational Site within the Contract Area from a non-approved source shall be deemed to have been brought in at the Contractor's own risk and he shall be instructed to cart such bulk material off the Site at his own expense unless instructed otherwise in writing by the Supervising Officer.

84.0 Materials, Suppliers and Submission of Samples

- 84.1 The Contractor shall submit to the Supervising Officer a list of the suppliers from whom he proposes to purchase the materials necessary for the execution of the Service. The Contractor shall ensure that each supplier shall admit the Supervising Officer, or his representative, to his premises during ordinary working hours for the purpose of inspecting, witnessing the testing and sampling or obtaining samples of the materials.
- 84.2 The Contractor shall ensure that samples are supplied to the Supervising Officer in sufficient time and quantity for them to be satisfactorily tested.
- 84.3 The information regarding the names of the suppliers may be submitted at different times, as may be convenient, but no sources of supply shall be changed without the Supervising Officer's prior approval.
- 84.4 When required by the Supervising Officer the Contractor shall submit to the Supervising Officer test certificates furnished by the supplier or manufacturer of

the material indicating compliance with the relevant British Standard or other requirements of the Specification for materials for which there is no Kite or Safety Mark, Accepted Quality Assurance Scheme or other accepted independent certification scheme.

Alternative Specified Materials

- 84.5 Where alternative specified materials are permitted, the Contractor shall inform the Supervising Officer of his choice and submit samples to him at least four weeks before the material is to be used, or longer if such period is required for testing of the material by the Supervising Officer. The materials shall not then be changed without the Supervising Officer's written approval.

85.0 Specific Requirements

Cleaning Materials

- 85.1 The Contractor shall ensure that all cleaning materials are used in accordance with the manufacturer's recommendations, or the instructions of the Supervising Officer, and that there shall be no contamination arising from leakage or spillage of materials.

Fertilisers

- 85.2 Fertilisers shall be in accordance with the COSHH regulations.

Footpath Surfacing

- 85.3 All footpath surfacings shall be supplied and laid in accordance with the Operational Specification for Highway Works and/or the Specification for Road and Bridge Works in accordance with the Supervising Officer's instructions.

Goal Posts and Sockets

- 85.4 The goal posts and sockets supplied shall be of a type and construction approved by the Supervising Officer and of dimensions, which shall conform with the recommendations of the respective sports governing body. The Contractor shall supply posts and sockets which match in all respects the existing posts and sockets in use on the Operational Sites, unless the Supervising Officer specifically approves in writing the purchase of an alternative type of goal post or socket.

Line Whitening

- 85.5 Line marking material shall be non-hazardous and shall be in accordance with the COSHH regulations (lime and residual herbicides shall not be used for line marking).

Section T - Supply of Materials

Bark Mulch

- 85.6 All mulching materials shall be screened to remove fine particles, twigs, branches, foreign matter and the like and be free from all horticultural additives. Particle size shall substantially be between 25 and 50mm. The Contractor is advised that composting of the mulching material for a minimum of 6 weeks may be necessary, and due allowance shall be deemed to have been included in his Tender rates and work programmes.
- 85.7 Subject to the requirements of Clause 85.6 and the Supervising Officers prior approval of the quality of the material to be used the Contractor may use recycled bark mulch from other Contract works as bark mulch for mulched permanent plantings.

Playground Safety Surfacing

Tree Bark

- 85.7.a Samples shall be provided for the Supervising Officer's approval prior to delivery to a Operational Site within the Contract Area. Tree bark material for use in children's play areas shall comply with the following requirements.
- 85.7.a.i Derived from coniferous trees.
- 85.7.a.ii 90% of particle size shall be 25-50mm.
- 85.7.a.iii Free from twigs, branches and the like, i.e. shall contain only graded bark and no wood.
- 85.7.a.iv Be free from all horticultural additives, i.e. chemicals.
- 85.7.a.v Shall have been heat treated through composting in large heaps for a minimum of 6 weeks in order to reduce/remove the mono-turpine content.

Sand

- 85.7.b Samples shall be provided accompanied by a 'grading certificate' for the Supervising Officer's approval prior to delivery to a Operational Site with the Contract Area. All sand safety surfacing shall be clean and free of all foreign matter.
- 85.8 Sand
- 85.8.a Sand that shall be used as dressings on sports pitches shall comply with the requirements Operational in Table 19.

Table 19 Sand Specification

Area of Use	Particle Size Range	Nutrient Content	pH
General Grass Area	0.125- 0.50mm	Lime free double washed	5.5 - 7.15

Section T - Supply of Materials**85.9 Top Dressing Materials**

- 85.9.a All top dressing materials used on bowling greens and cricket tables shall comply with the requirements Operational in Table 20 and Table 21 unless instructed otherwise by the Supervising Officer.
- 85.9.b Top Dressing Materials used on Bowling Greens shall have a 7:4 ratio of the following materials and shall be used following hollow tining and solid tining operations..

Table 20 Top Dressing Materials to be used on Bowling Greens

Materials	Particle Distribution	pH	Additional Information
7 parts Sand	0.125mm - 05mm	5.5 - 6.5	Lime free, double washed
4 parts Sterilised Loam	Screened sandy loam <2mm	6.0 - 7.0	

Table 21 Top Dressing Materials to be used on Bowling Greens following vertidrainning

Materials	pH	Additional information
Leighton Buzzard 21 sand	5.5 - 6.5	Lime free, double washed, kiln dried

Table 22 Specification for Top Dressing Material for use on Cricket Tables

Constituent material	Particle distribution	pH	Additional information
Screened/sterilised Surrey Loam with 28-30% clay content	<3mm	6.3-6.8	low organic matter

- 85.9.c All top dressing materials shall be bagged to avoid contamination and shall have a moisture content such that the top dressing material can be distributed evenly and effectively throughout the grass sward when applied.

Timber Bollards

- 85.10 Timber bollards either 75mm or 100mm square by 1m long are used around the Borough to restrict traffic to defined routes or prevent access onto adjacent property. Where bollards are missing or damaged, the Supervising Officer may

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instruct the Contractor to replace them with the same type and style as those in current use. Bollards shall be supplied by the Contractor and approved by the Supervising Officer. Unless otherwise specified, bollards shall be installed centrally in a 450mm deep x 300mm wide hole backfilled with 1 to 6 cement/ballast mix flush to the soil surface. After installation the bollard shall be vertical and shall match the line and height of existing adjacent bollards. Where new installations are required, the Supervising Officer shall instruct the Contractor of the finished height and spacing required.

Seats

- 85.11 The Contractor shall supply and install seats as per drawing specification supplied by Streetmaster Products (http://www.streetmaster.co.uk/content/products/seats_steel/steel_install.htm). All seats shall have extended legs to be concreted into the ground.

Section U - Supply of Plant Material, Turf and Grass Seed

Section U - Supply of Plant Material, Turf and Grass Seed**86.0 General Requirements**

- 86.1 The Contractor shall supply all plant material in accordance with this section and the current edition of 'BS 3936 Nursery Stock'
- 86.1.a Part 1 - Trees and Shrubs
 - 86.1.b Part 2 - Roses
 - 86.1.c Part 9 - Bulbs, Corms and Tubers
 - 86.1.d Part 10 - Ground Cover Plants
- 86.2 The Supervising Officer is to approve the suppliers selected by the Contractor for the supply of plant material, and a list of suppliers shall be submitted in accordance with and as part of Clause 86.1.
- 86.3 The Supervising Officer may at his discretion inspect plant material at the supplier's nursery or the Contractor's place of storage, and the Contractor shall attend such visits if deemed necessary by the Supervising Officer.
- 86.4 Following the inspection the Supervising Officer may reject some or all of the plants. Plants so rejected shall be replaced by the Contractor at no cost to the Council.
- 86.5 The inspection of any plant material prior to approval on Site shall not be regarded by the Contractor as approval of that or any other plant material.
- 86.6 The Contractor shall be required to supply the Supervising Officer with a list of his intended storage Sites and the methods and materials which shall be provided to protect plant material during transit, temporary storage and delivery to Site.
- 86.7 The Contractor shall give the Supervising Officer not less than forty eight (48) hours notice of delivery of plants to Site. The Supervising Officer shall inspect all plants immediately prior to planting and shall reject any that fall below the required standard.
- 86.8 Any plant material shall have been grown at, or grown on, the approved supplier's nursery and shall be:
- 86.8.a healthy.
 - 86.8.b free from pest, virus and disease.
 - 86.8.c if grafted, bottom worked only (trees).
 - 86.8.d on sound, well developed, undamaged roots which shall be adequate in relation to the size of the plant and conducive to successful transplantation and establishment.
 - 86.8.e true to type.
 - 86.8.f totally free from damage.

Section U - Supply of Plant Material, Turf and Grass Seed

- 86.8.g free from weeds if rootballed, containerised or grown in packs and trays.
- 86.9 No plant shall be substituted in size or by another genus, species, variety or cultivar without the written consent of the Supervising Officer.
- 86.10 No grass seed mixture shall be substituted by another grass seed mixture without the written approval of the Supervising Officer.
- 86.11 Any plant supplied by the Contractor that is not true to type shall be replaced by the Contractor and all lifting, replanting and other work so required shall be implemented at the Contractor's expense.

87.0 Notification

Seasonal Bedding

- 87.1 In the event that the Supervising Officer supplies the Contractor with written details during the first week of January in respect of the supply of alternative plants, then:
 - 87.1.a The Contractor shall, within twenty one (21) days following receipt of the aforementioned details, supply to the Supervising Officer a complete price list of all alternative plant material specified.
 - 87.1.b The Supervising Officer shall, within ten (10) days following receipt of the completed price list, supply to the Contractor details of all plants that are to be purchased and planted during the subsequent planting season.

88.0 Bedding Plants

- 88.1 All bedding plants shall be supplied in accordance with this specification and in accordance with Appendix 8.
- 88.2 All plants shall:
 - 88.2.a Have been grown under first class systems of production and management.
 - 88.2.b Be floriferous.
 - 88.2.c Exhibit foliage, which shall be of good colour, displaying no signs of nutrient deficiency, chlorosis or necrosis. Foliage size and quantity shall be conducive to that of a healthy professionally produced plant.
 - 88.2.d Possess a well developed fibrous root system without being rootbound.
 - 88.2.e Be thoroughly hardened off, i.e. acclimatised to outdoor weather conditions.
 - 88.2.f Be compact and well branched, i.e. the internode length shall be that typical of the species, variety or cultivar.
- 88.3 Each pack, tray or pot shall be labelled and the label shall be securely attached, legibly written or printed. The lettering shall be waterproof and the label shall provide the following particulars:
 - 88.3.a The variety or cultivar.

Section U - Supply of Plant Material, Turf and Grass Seed

88.3.b The name of the supplier.

Bulbs, Corms and Tubers**General**

- 88.4 All bulbs, corms and tubers shall be physically sound, materially undamaged, showing no signs of dehydration.
- 88.5 All bulbs, corms and tubers shall be within the size range as specified in the schedules supplied to the Contractor by the Supervising Officer.
- 88.6 The Contractor shall provide the Supervising Officer with the supplier's guarantee that all bulbs, corms and tubers supplied for planting throughout the Contract Area conform to BS 3936 part 9.
- 88.7 The Contractor shall be expected to provide adequate labelling in order to ensure that the correct bulb, corm or tuber is planted at each planting Site.

Section U - Supply of Plant Material, Turf and Grass Seed**89.0 Grass Seed Mixtures**

Table 23 Grass Seed Mixtures

Mixture	Use
i) Mixture 1 or similar approved	Bowling Greens
80% Chewings Fescue 'Frida'	
20% Browntop Bent 'Highland'	
ii) Mixture 2 or similar approved	Ornamental Lawn, Cricket Table
50% Chewings Fescue 'Frida'	
40% Perennial Rye Grass 'Loretta'	
10% Browntop Bent 'Highland'	
iii) Mixture 3 or similar approved	General Amenity Areas,
60% Perennial Rye Grass 'Lorina'	
35% Slender Creeping Red Fescue 'Logro'	
5% Browntop Bent 'Highland'	
iv) Mixture 4 or similar approved	Rugby Pitches, Football Pitches, Cricket Outfields
40% Perennial Rye Grass 'Loretta'	
30% Perennial Rye Grass 'Hermes'	
30% Perennial Rye Grass 'Gator'	

89.1 Grass seed shall be sown at the rate of 35g per square metre unless instructed otherwise by the Supervising Officer.

90.0 Turf

- 90.1 Turf shall be supplied in accordance with BS 3969 Recommendations for Turf for General Landscape Purposes.
- 90.2 Turf shall not contain weed grasses or annual/perennial weeds.
- 90.3 The soil of the turf shall be of a loamy nature and free from stones over 15mm in each dimension. Soil may vary from heavy to light loam but shall be consistent in character for the whole of each requirement.
- 90.4 Turf shall be of a rectangular shape and of uniform thickness. Each turf shall be 25mm thick and 300mm wide.

Section U - Supply of Plant Material, Turf and Grass Seed

- 90.5 Turf shall not be lifted in frosty weather or when water-logged. Turf shall be packed to avoid drying out in transit and shall be rolled or laid flat, not folded.
- 90.6 The grass shall be of close texture, of even density, and green in colour. The turf shall be sufficiently fibrous for turves to hold together when handled and shall be free from mat or fibre. The grass shall have been mown to a height of 25mm. The turf shall be free from pest and disease.
- 90.7 For large areas, supplies of turf shall be delivered at appropriate intervals throughout the work so as to avoid stacking turves for long periods. Where it is not possible, they should be unloaded and conveniently stacked on clear ground to a maximum height of 1.0m unless arranged on pallets for mechanical handling. Turves shall be placed grass to grass. After four days, stacked turves shall be inspected at frequent intervals; turves showing signs of deterioration shall be used without delay, or laid out. Turf showing excessive deterioration as decided by the Supervising Officer shall be rejected.
- 90.8 The Contractor shall ensure that turf is cultivated from grass seed mixtures appropriate to the Site where the turf is to be laid (See Grass Seed Specification).

91.0 Whips and Transplants

General

- 91.1 All Whips and Transplants shall have reasonably straight stems with a live, healthy leading bud.

Definitions

- 91.2 A Transplant is defined as a young tree that has been transplanted at least once.
- 91.3 A Whip is defined as a younger tree that has been transplanted at least once without significant lateral growth.

Labelling

- 91.4 Each Whip or Transplant shall be labelled and the label shall be securely attached, legibly written or printed. The lettering shall be waterproof and the label shall provide the following particulars:
 - 91.4.a The genus, species, and variety or cultivar.
- 91.5 The crowns of the trees shall be tied in to prevent damage to the branches. Any tree damage during lifting and handling operations shall be rejected. All roots over 25mm in diameter severed during lifting should be cut cleanly and painted with a fungicidal sealant.

Section U - Supply of Plant Material, Turf and Grass Seed

Root Wrappings

- 91.6 All Whips and Transplants that are specified as root wrapped shall be supplied with the root system packed and in close contact with moist straw or moist peat which shall be held in place around the root system by a polythene or hessian wrapping suitably tied to ensure the packing remains intact around the root system.

92.0 Shrubs

General

- 92.1 All shrubs shall be well branched and shall have received formative pruning applicable to the type in order to establish a sound, balanced framework. They shall be free from dead wood and if grown under protection shall be thoroughly hardened off prior to delivery.

Bare Rooted Shrubs

- 92.2 Shrubs grown in the open ground shall have been transplanted, slacked or undercut (according to species) as necessary to promote a well balanced fibrous root system.

Container Grown Shrubs

- 92.3 Containerised shrubs shall be grown one per container. The plant shall possess a fibrous root system which shall adequately fill the container in order to ensure that the root ball remains intact when removed from the container.
- 92.4 Any shrub that has an excessively protruding, root bound or girdled root system shall be rejected.

Root Balled Shrubs

- 92.5 All shrubs that are specified as root balled shall be supplied with the root ball enclosed within a polythene or hessian wrapping suitably tied and supported in order to ensure that the root ball remains intact around the root system.

Root Wrapped Shrubs

- 92.6 All shrubs that are specified as root wrapped shall be supplied with the root system packed and in close contact with moist straw or moist peat which shall be held in place around the root system by a polythene or hessian wrapping suitably tied to ensure that the packing remains in close contact with the root system.

Labelling

- 92.7 Each shrub shall be labelled and the label shall be securely attached, legibly written or printed. The lettering shall be waterproof and the label shall provide the following particulars:

Section U - Supply of Plant Material, Turf and Grass Seed

- 92.7.a The genus, species, and variety or cultivar.
- 92.7.b The name of the supplier.

Lifting and Packing

- 92.8 Shrubs shall be properly lifted and packed for dispatch. Shrubs loaded in lorries or wagons for transport shall be properly sheeted down with tarpaulins or other suitable material for protection from drying winds or adverse weather conditions. Evergreens, including conifers should be properly prepared, packed and dispatched in a moist condition.

93.0 Roses**General**

- 93.1 All roses, unless instructed otherwise by the Supervising Officer, shall be maidens which have been grown in the open ground, are budded on to root stocks and are suitable for transplanting. The root system shall include at least 3 major roots with a minimum length of 250mm, each major root having lateral and sub-lateral root growth.

Definitions

- 93.2 For the purposes of this specification, the following definitions shall apply:
 - 93.2.a Standard Rose - A rose plant that is budded on to a stem or lateral at a height of 600mm or more above the ground.
 - 93.2.b The current trade practice is to bud standards at an average of 1.1 m, half standards at an average of 0.8 m and weeping standards at not less than 1.45 m.
 - 93.2.c Maiden - A plant with one season's growth from the time of budding.
 - 93.2.d Union - The junction of scion and rootstock.
- 93.3 Otherwise the definitions in BS 3975, 'Glossary of Terms for Landscape Work' shall apply. Note especially Part 4, 'Plant Description'.

Trimming

- 93.3.a Damaged or broken roots shall be pruned back to sound undamaged tissue. Snags shall be removed immediately above the union. Immature, dead or diseased growth shall be removed. Suckers shall be removed flush with the root or rootstock.

Labelling

- 93.4 Each rose shall be labelled and the label shall be securely attached, legibly written or printed. The lettering shall be waterproof and the label shall provide the following particulars.

Section U - Supply of Plant Material, Turf and Grass Seed

93.4.a The genus, species, and variety or cultivar.

93.4.b The name of the supplier.

Dimensions of Rose Plants - Bush and Shrub Roses**Rootstock**

93.5 The rootstock, when measured immediately below the union, shall have a minimum diameter of 20mm.

Shoots

93.6 Plants shall have no less than three (3) shoots arising directly from the union. These shoots shall be hard and ripe, and shall be not less than 200mm, long, measured from the union.

93.7 The sum of the diameters of shoots arising directly from the union shall be not less than 20mm, the diameters being measured directly above the union.

Dimensions of Climbing, Rambler and Pillar Roses

93.8 Plants that shall be treated as climbing, rambling or pillar roses throughout the Contract Area shall have no less than three (3) shoots arising directly from the union. These shoots shall be hard and ripe, and shall be not less than 350mm long, measured from the union, except in the case of climbing sports for which these shoots shall be not less than 450mm long, measured from the union.

Dimensions of Standard, Half Standards and Weeping Standards

93.9 The rootstock stem when measured 25mm below the lower union, shall have a minimum diameter of 15mm, and shall be vigorous and straight.

93.10 The plant shall be at least treble budded and shall have a well balanced head including no less than three (3) strong shoots. The unions shall be budded within the top 125mm length of stem.

93.11 The stem length from rootstock to lowest scion bud shall be as follows:

Table 24 Rose types

Standards	- Between 1.00 m -1.10 m
Half Standards	- Between 0.75 m -0.85 m
Weeping Standard	- Between 1.25 m -1.80 m

Lifting and Packing

93.12 Roses shall be properly lifted and packed for dispatch. Roses loaded in lorries or wagons for transport, particularly where long distances are involved, shall be

properly sheeted down with tarpaulins or other suitable material for protection from drying winds or adverse weather conditions.

94.0 Alpine and Herbaceous Plants

Definition

- 94.1 For the purpose of this specification an Alpine and a Herbaceous plant are non-woody Hardy Perennials.

Plants in Containers

- 94.2 All plants shall be container grown.
- 94.3 The plant shall possess a fibrous root system which shall adequately fill the container in order to ensure that the root ball remains intact when removed from the container.
- 94.4 Plants grown under protection shall be thoroughly hardened off prior to delivery.
- 94.5 Any alpine or herbaceous plant that has an excessively protruding, root bound or girdled root system shall be rejected.

Labelling

- 94.6 Each alpine and herbaceous plant shall be labelled and the label shall be securely attached, legibly written or printed. The lettering shall be waterproof and the label shall provide the following particulars:
- 94.6.a The genus, species, and variety or cultivar.
- 94.6.b The name of the supplier.

Section V - Irrigation**Section V - Irrigation****95.0 General Requirements**

- 95.1 Irrigation shall be the application of water by the Contractor as necessary in order to:
- 95.1.a Maintain fine turf areas in a healthy condition suitable for the playing of the sports for which they are intended.
 - 95.1.b Maintain seasonal bedding, carpet bedding and plants growing in hanging baskets, containers and raised planters in good condition.
 - 95.1.c Aid the establishment and ensure the good condition and continuation of new planting and re-turfed and reseeded areas.
- 95.2 The Contractor shall avoid over-watering and shall endeavour to ensure that soil is kept moist at a depth of 150mm under turf and 200mm under plantings.
- 95.3 All water required for irrigation shall be supplied in accordance with Clause 6.0.
- 95.4 The Contractor shall determine the requirement for and shall be responsible for the implementation of irrigation at frequencies and application rates as necessary to achieve the objectives detailed in Clause 95.1 and the Contractor shall be deemed to have made due allowance in his Tender rates to take account of variations in the prevailing weather conditions and the local condition and characteristic of each individual Site.
- 95.5 The Contractor shall, when implementing irrigation, use only the methods, machinery and mechanical plant approved by the Supervising Officer. Where instructed by the Supervising Officer, equipment shall be fitted with metering devices suitable to enable the measurement of the volumes of water being applied. The Contractor shall ensure that metering devices are functioning correctly at all times and shall permit the Supervising Officer to check the calibration of same as the Supervising Officer may require. The Contractor shall ensure that where meters are fitted the meter readings are recorded at the commencement and completion of each irrigation operation and the readings shall be made available by the Contractor to the Supervising Officer as required.
- 95.6 The Contractor shall supervise each irrigation operation in order to ensure that the operation proceeds in an orderly manner and to the satisfaction of the Supervising Officer.
- 95.7 Irrigation operations shall not prevent public access to Operational Sites unless prior approval has been obtained from the Supervising Officer for temporary closure of an area. The Contractor shall obtain the approval of the Supervising Officer as necessary, and comply with any restrictions placed thereon and is deemed to have made due allowance in his Tender rates for so doing.

- 95.8 The Contractor shall ensure that the rate of water application is adjusted to balance the infiltration rate into the ground in order to prevent puddling, excessive run-off, scouring or erosion.
- 95.9 The Contractor shall provide sufficient irrigation equipment to enable the satisfactory irrigation of cricket squares, football pitches, bowling greens, seasonal and permanent plantings and shall make use of such equipment as and when necessary. Such equipment shall be readily available at all times. The Contractor shall be deemed to have made due allowance in his Tender rates for so doing.

Periods of Irrigation

- 95.10 Irrigation shall generally be implemented by the Contractor between April and October and particularly during the months of May, June, and July.
- 95.11 Additional care shall be taken during irrigation operations implemented in late summer and autumn in order to avoid over watering.

Irrigation on Sports Facilities

- 95.12 Irrigation operations shall be implemented by the Contractor in a manner and at times to ensure that irrigation does not interfere in any way with any sports fixtures or with the facilities normal opening or closing times (Appendix 4 refers) unless prior written approval has been obtained from the Supervising Officer. The irrigation of bowling greens shall be completed a minimum of one (1) hour prior to the commencement of play.
- 95.13 The Contractor shall take full account of the manufacturers' recommendations in respect of the requirements for irrigation when applying fertiliser and weed-and-feed products and shall implement irrigation as necessary and the Contractor shall be deemed to have included in his Tender rates for so doing.

Cricket Wicket/Table

- 95.14 The Contractor shall irrigate in order to maintain a live sward with a healthy root system that shall improve the resilience of the sward and also to enable the preparation of a firm and true wicket surface.
- 95.15 Sufficient water shall be applied to ensure water penetration to a depth of 100mm.
- 95.16 The wicket shall not be rolled by the Contractor following irrigation until the surface moisture has evaporated.

Irrigation of Plantings

- 95.17 All irrigation operations shall be implemented by the Contractor at times chosen to avoid scorching by direct sunlight and in a manner that shall not cause rotting of flowers, damage to plants, instability of plants or scouring or erosion of the soil within planted areas.

Section V - Irrigation**Trees**

- 95.18 When irrigating trees the whole surface of the ground within a one (1) metre radius of the tree shall be lightly spiked prior to the application of water in order to facilitate the penetration of water into the soil and the Contractor shall be deemed to have included in his Tender rates for so doing.

Containers

- 95.19 The Contractor shall ensure that the water reservoir to each container is adequately supplied with water, and that the container shall be kept adequately moist at all times to sustain all plant material planted therein in good condition.

96.0 Irrigation of Reseeded, Turfed and Renovated Grass Areas

- 96.1 Irrigation of reseeded or newly turfing areas should be implemented by the Contractor using sprinklers or oscillating sprays adjusted to apply a fine spray in order not to cause scouring or erosion of seeded areas or to wash soil out of the joints of turfing areas.

Section W - Weed Control

97.0 General Requirements

- 97.1 The Contractor shall inspect permanent plantings on a regular basis to identify any invasive and pernicious weeds such as Japanese Knotweed. Any infestations shall be reported to the Supervising Officer within one (1) week of being found by the Contractor.
- 97.2 All pesticides shall be applied in accordance with Section J - Pesticides and Fertilisers.
- 97.3 All arisings shall be disposed of in accordance with Clause 23.0.
- 97.4 All materials shall be supplied by the Contractor in accordance with Section T - Supply of Materials.

Section X - Fencing**Section X - Fencing****98.0 General Requirements**

- 98.1 The Contractor shall erect fencing in accordance with this Specification and/or such other instructions as the Supervising Officer may issue to the Contractor.
- 98.2 All materials shall be supplied by the Contractor.
- 98.3 All arisings shall be disposed of in accordance with Clause 23.0.

99.0 Fencing

- 99.1 Fencing shall be provided in accordance with the following requirements:
 - 99.1.a Cleft chestnut pale fences 900mm high
 - 99.1.b Shall be erected in accordance with BS 1722: part 2. Unless instructed otherwise by the Supervising Officer the fencing shall conform with Type CW 105A.
 - 99.1.c Cleft chestnut pale fences 1200mm high
 - 99.1.c.i Shall be erected in accordance with BS 1722: part 2. Unless instructed otherwise by the Supervising Officer the fencing shall conform with Type CW 105A.

Posts

- 99.2 Unless instructed otherwise by the Supervising Officer posts shall consist of the following:
 - 99.2.a Timber which shall be sweet chestnut or a suitable softwood.
 - 99.2.b Straight and free of projections.
- 99.3 Straining posts shall be:
 - 99.3.0.i 2.1 m long
 - 99.3.0.ii 125mm minimum diameter
- 99.4 Struts shall be:
 - 99.4.0.i 1.8 m long
 - 99.4.0.ii 65mm minimum diameter
- 99.5 Intermediate posts shall be:
 - 99.5.a 1.8 m long
 - 99.5.b 65mm minimum diameter
 - 99.5.c Round and pointed at one end to facilitate driving in.

Installation

Line and level

- 99.6 The fencing shall be so erected that on completion it is truly set out on the line as Operational in the plans and diagrams provided by the Supervising Officer. The top of the fence shall follow approximately the profile of the ground along the line of the fence, posts set rigid, plumb and to specified depth, or greater where necessary to ensure adequate support. With correct fastenings and all components securely fixed.

Straining Posts

- 99.7 Shall be provided at all ends and corners, at changes of direction or acute variations in level, and at intervals in strait lengths of fence not exceeding the distance indicated in Table 25

Table 25 Distances between straining posts straight lengths of fencing

Fence Type	Distance between Straining Post (metres)
Strained Wire	100
Cleft Chestnut Pale	50
Woven wire	100

- 99.8 Shall be set or driven into the ground to a depth not less than 0.75m.
- 99.9 The holes shall be excavated for wooden straining posts using an approved mechanical auger or by hand excavation. The post shall be placed within the excavated hole and any gaps around the stake shall be filled with the excavated soil, which shall be consolidated as the filling proceeds. On completion of insertion and/or filling the stake shall be vertical and secure within the ground. If the posts are pointed, they may be driven into the ground.

Struts

- 99.10 Two struts shall be fitted to all straining posts in the direction of each line of fencing secured to them. The bottom end of all struts, measured to the centre of the strut or base plate, shall be not less than 0.45 m below ground level.
- 99.11 The top end of each wooden strut shall be trimmed and securely fixed into a notch which shall be cut out of the straining post. Each strut shall be fixed to the straining post by two 100mm x 5mm galvanised steel wire nails. The holes shall be excavated for wooden struts using an approved mechanical auger or by hand excavation. The strut shall be placed within the excavated hole, married up to and fixed to the straining post and any gaps around the strut shall be filled with the excavated soil, which shall be consolidated as the filling proceeds. On com-

Section X - Fencing

pletion of insertion, attachment and filling the strut shall be secure within the ground and shall be firmly attached and providing firm support to the straining post.

Intermediate Posts

- 99.12 Intermediate posts shall be provided at intervals, measured centre to centre of post, not exceeding 3 m.
- 99.13 Intermediate posts shall be driven into the ground to a depth of not less than 0.6 m and shall, following insertion, be vertical and firm within the ground.

Fixing Fencing to Wooden Posts

- 99.14 The fencing shall be strained tight, by hand, and each line of wiring shall be secured to each straining post at the required height by two 30mm x 3.5mm diameter galvanised staples and to each intermediate post by one such staple. On strained wire fences each line shall be strained tightly around each straining post. Staples shall not be driven home along the strained lengths of line wires in order to facilitate future repair and/or re-tensioning work.

Reinstatement

- 99.15 Immediately following the removal of fencing all post and strut holes shall be infilled using an approved topsoil which shall be lightly consolidated and finished at the level of the surrounding ground. Holes that are located within a grass area shall, following soiling, be raked to a fine tilth and an approved grass seed mix shall be sown, lightly worked into the soil surface and irrigated in accordance with Clause 96.0. Grass seed shall be sown in accordance with the rate Operational in Table 23.

Section Y - Daywork and Emergency Work

100.0 Daywork

- 100.1 The Contractor shall be paid for Daywork and emergency/urgent work by the Supervising Officer in accordance with Daywork Rates.
- 100.2 Daywork shall not be worked by the Contractor nor paid for by the Supervising Officer without the prior written approval of the Supervising Officer.
- 100.3 The Contractor shall only carry out the work specified on an official order issued by the Supervising Officer and no additional work shall be charged until written approval has been requested from and obtained from the Supervising Officer.
- 100.4 The Contractor shall be required to submit to the Supervising Officer estimates for all materials, vehicles, equipment and tools that may be involved in Daywork for the Supervising Officers approval.
- 100.5 During periods that Dayworks are being carried out the Contractor shall submit to the Supervising Officer each day an exact list of the names, occupation and time spent by all working operatives productively engaged in Dayworks and a statement showing the description, and quantity of all materials actually used and the time spent by the various types of all vehicles, equipment, used in connection with any such work.
- 100.6 Daywork shall only be paid for on the basis of the time involved in the actual operations from the time the working operatives, vehicles, equipment, are assembled at the Operational Site to the time the Daywork operations are completed. The Contractor shall note that no costs shall be allowed by the Supervising Officer against any time spent on the Daywork operations by none working supervisors, managers or other none productive operational staff.
- 100.7 All costs calculated under this Clause shall relate to the Tender rates inserted by the Contractor as Daywork Rates. The Supervising Officer's decision as to the correctness of any Tender rates to be used shall be final.

101.0 Emergency work

- 101.1 In the event of major incidents, hazardous incidents or emergencies, either natural or caused by vandalism, the Supervising Officer shall require the Contractor to be on an Operational Site within the time periods set out below depending on the urgency of the work to be completed or made safe. The instruction from the Supervising Officer to the Contractor may be verbal, with written confirmation to be forwarded to the Contractor within forty eight (48) hours.
- 101.1.a Emergency Work - shall be commenced within two (2) hours of receipt of an instruction and completed by the end of the working day, unless otherwise directed by the Supervising Officer.

Section Y - Daywork and Emergency Work

- 101.1.b Urgent Work - shall be commenced within forty eight (48) hours of receipt of instruction and completed within sixty (60) hours of instruction, unless otherwise directed by the Supervising Officer.
- 101.1.c Normal Work - shall be commenced on instruction from the Supervising Officer and completed within five (5) working days of receipt of instruction, and the Supervising Officer shall be informed of the expected date of completion.
- 101.2 Should the Contractor, for any reason, fail to respond to an instruction from the Supervising Officer within the stipulated time period, the Supervising Officer shall be entitled to arrange for other persons to undertake any necessary work. In the event of such an occurrence, any costs incurred by the Supervising Officer shall be deducted from monies due to the Contractor.

Section Z - Sports booking system

102.0 General Requirements

102.1 The Contractor shall:-

- 102.1.a Establish a centrally operated booking system, effectively utilising all outdoor sports pitches, with regard to satisfying demand, and avoiding overplay.
- 102.1.b Provide to the public an effective communication system to allow the easy booking of outdoor facilities, both by personal visit and telephone contact.
- 102.1.c Provide the Supervising Officer via the centralised system, annual figures on outdoor pitch utilisation and income to establish user patterns, trends and demand.
- 102.1.d Provide to the Supervising Officer information to enable further assessment for new facilities, or rationalisation of the existing facilities.
- 102.1.e Arrange and be totally responsible for the collection, recording and banking of all fees and charges for all outdoor sports pitches.
- 102.1.f Provide a booking receipt in order to provide users of the outdoor sports pitched with a valid receipt as proof of payment where required by the customer.

Central Booking General Administration/Finance

- 102.1.g The Contractor shall provide a staffed Central Booking Office which shall be open from 08.30 to 17.00 Monday to Friday and shall be located within the Contract Area. The Central Booking Office shall be situated where the public can gain easy access, close to a main bus route and shall provide adjacent car parking. The public must be able to book personally, online or by telephone. The Central Booking Office shall provide a seated reception area, toilet facilities and shall cater for disabled people in all respects. The Contractor shall provide a minimum of two (2) telephone lines to cater for users of the Central Booking Office and an answer phone service for telephone enquiries outside the required opening hours. The Contractor shall deal with all Central Booking Office matters professionally, sympathetically and politely.
- 102.1.h The Contractor shall satisfy the Supervising Officer that his administrative and financial arrangements in respect of a Central Booking System shall operate successfully. The Contractor shall provide the Supervising Officer with details of his proposed administrative and financial arrangements in respect of the Central Booking System for his approval prior to the commencement of the Contract.
- 102.1.i The Contractor shall ensure that established club requirements, casual and occasional users are provided for in all respects.

Section Z - Sports booking system

- 102.1.j The Contractor shall ensure that summary details of all bookings in relation to each Operational Site and the sports pitches contained therein are collated on a weekly basis in order to monitor the provision of facilities and to provide user/facility information in a form approved by the Supervising Officer.
- 102.1.k The Contractor shall provide to the Supervising Officer an end of season outdoor pitch report (in such form as may be prescribed by the Supervising Officer) in respect of each Operational Site, which shall include information on areas of surplus and/or deficiency, existing and possible future provision, user trends and participation data and any other information the Contractor and/or the Supervising Officer consider relevant to the provision and use of the facilities.
- 102.1.l The Contractor shall be advised on or before the 30th April of the total availability of pitches for the forthcoming season. The Contractor is advised that the Supervising Officer reserves the right to rest a small percentage of football, rugby pitches for horticultural renovation work each season.
- 102.1.m The Contractor shall not accept any bookings, or allow the hire of any outdoor pitch, where such booking and/or the hire is of an objectionable nature and/or is liable to cause danger and/or disorder. Should the Contractor be in any doubt he shall refer the matter to the Supervising Officer whose decision shall be final and binding.
- 102.1.n The Contractor shall obtain the Supervising Officer's approval prior to the acceptance of any booking, where such booking shall take place outside the Contract period. All income received by the Contractor in respect of any booking that is scheduled to take place outside the Contract period shall be delivered to the Supervising Officer not less than fourteen (14) days before the end of the Contract.
- 102.1.o The Contractor shall provide the Supervising Officer with full details of all bookings referred to in Clause 102.1.n inclusive of facility, date(s), time(s), hiring individual and/or group, income generated and any other information considered relevant by the Supervising Officer.
- 102.1.p In the event that the Contractor does not provide the Supervising Officer with the income referred to in Clause 102.1.n the Supervising Officer shall be at liberty to deduct such monies from the Contractor's final invoice, or hold such monies over a debt.
- 102.1.q Bookings can be made for all outdoor pitches and the Contractor shall make provision to take bookings en bloc for a full season's use, casual and occasional use, days and times to be specified by the users on each occasion.
- 102.1.r The Contractor shall ensure that all correspondence and telephone calls relating to bookings, use and/or provision of facilities, are answered in a courteous manner. All correspondence shall be answered within ten (10) working days from the date of receipt.

Section Z - Sports booking system

- 102.1.s The Contractor shall make provision for the issue of a booking receipt in accordance with the prices detailed in Appendix 5 at the Central Booking Office.
- 102.1.t The Contractor shall advise all clubs, schools, organisations or others affected by a proposed Special Event in writing giving a minimum of twenty one (21) days notice thereof.
- 102.1.u The Contractor shall ensure that the Contractor coordinates the bookings for cricket, football and rugby in order to ensure that the cricket season and cricket customers are not delayed as a result of overlapping bookings
- 102.1.v The Contractor shall allocate all outdoor pitches to ensure an even degree of wear and shall further ensure that the users of the outdoor pitches adhere to such allocations.
- 102.1.w The Contractor's booking system shall not allow double booking to take place or to cause inconvenience to users and/or potential users of the outdoor pitches.
- 102.1.x The Contractor shall not normally accept more than four (4) bookings for football and rugby, per week per pitch.
- 102.1.y The Contractor shall ensure that the hirers of outdoor pitches are notified at the time of booking of the cancellation period relating thereto.
- 102.1.z The cancellation period for all outdoor pitch bookings is detailed at Appendix 6.
- 102.1.aa The Contractor is advised that the Council reviews outdoor pitch fees annually and the Supervising Officer shall advise the Contractor of the revised prices three (3) months prior to the start of the season.
- 102.1.ab **Existing and Proposed Policy regarding the use of Outdoor Leisure Facilities**
- 102.1.ac **Sole Use**
- 102.1.ad The Contractor shall not allow the sole use of the outdoor pitches by any Club or organisation. Clubs residing within the boundary of the Council shall be given preferential use of pitches within the Contract Area.
- 102.1.ae **Suspension of Use**
- 102.1.af The Supervising Officer reserves the right to suspend matches on pitches where excessive wear has occurred and/or where use is minimal. The Contractor shall be notified, and shall inform the Club Official accordingly. The Contractor shall re-allocate pitches to those teams displaced, without cancellation of bookings and shall utilise the remaining pitch resources in the most effective way possible and shall be deemed to have made due allowance for this eventuality in his Tender rates.

Section Z - Sports booking system**Block and Selective Cancellation of Outdoor Pitches (Winter Season)**

- 102.1.ag The Council currently operates a block cancellation policy when inclement weather prevents play on outdoor pitches, during the winter games season. In such circumstances the Supervising Officer shall normally take the decision to suspend play for the weekend, and advise the Contractor by 12.00 noon on the preceding Friday. It shall be the Contractor's responsibility to advise users that pitches are unfit for play, by a deadline of 14.00 on the same preceding Friday. The Contractor shall provide a pre-recorded telephone message in such circumstances for use as a Pitch Cancellations Advice line. The Contractor shall be responsible for advising all users of the existence of such facilities.
- 102.1.ah When weather conditions are such that a decision to cancel cannot be made, then the decision to play shall be left to Referees, defined as 'Referee's decision'. In such circumstances the Contractor shall be advised as in Clause and the same process of advising the users shall be followed.
- 102.1.ai The Contractor shall be advised of the Supervising Officer's decision by 12.00 noon the previous day in respect of weekday cancellation. It shall then be the Contractor's responsibility to advise users and other organisations by whatever means necessary of the decision to cancel, or Referee's decision as the case may be.
- 102.1.aj The procedures set out in Clauses 102.1.af to 102.1.ai do not, however, abrogate the Contractor's general responsibilities for cancellation. If weather conditions deteriorate during the twenty four (24) hours immediately preceding arranged matches and pitches become unplayable, the Supervising Officer reserves the right to cancel fixtures in whole or in part and the Contractor shall advise clubs and other organisations of the decision to cancel.
- 102.1.ak For guidance purposes only and based on previous experience, the Contractor is advised that:-
- 102.1.al Block cancellation has not generally exceeded five (5) occasions in any one season and the Contractor shall be deemed to have made due allowance for this contingency within his Tender rates.
- 102.1.am When block cancellation has been effected, the Contractor shall implement spot checks in order to ensure that pitches are not being used by users and/or other organisations.
- 102.1.an The Contractor shall notify the Supervising Officer of any team, club and/or organisation that disregards block and/or selective cancellation instructions.
- 102.1.ao When Referee's decision has been effected, the Contractor shall ensure that he is in attendance where outdoor pitches have been booked by users and shall make such facilities available accordingly.
- 102.1.ap **Pre-Season Allocation of Outdoor Pitches**

- 102.1.aq The Contractor shall continue to allow the existing users to use the outdoor pitches at their specified or alternative venues and the Contractor shall contact the users to determine their requirements in accordance with the following.
- 102.1.ar The Contractor shall be notified of the total availability of pitches by the Supervising Officer three (3) months prior to the respective season.
- 102.1.as The Contractor shall contact the users detailed at Appendix 5 two months prior to the commencement of the respective season to request details of the season pitch requirements, inclusive of dates, locations, quantities of pitches required and alternative locations should their preferred Site be unavailable.
- 102.1.at It shall be the Contractor's responsibility to accommodate all established users' requirements. The Contractor is advised that frequent contact may be required with the users in order to receive the information required to compile the booking arrangements.
- 102.1.au In the event that the requirement for pitches exceeds the quantity allocated to the Contractor by the Supervising Officer, the Contractor shall notify the Supervising Officer immediately and shall provide such supporting information as the Supervising Officer considers necessary to justify any increase in the Contractor's allocation of pitches.
- 102.1.av In the event that the quantity of pitches allocated to the Contractor exceeds demand, the Contractor shall notify the Supervising Officer immediately and having made due allowance for the flexibility of use, the quantity of pitches shall be reduced by the Supervising Officer accordingly.
- 102.1.aw On receipt of the information detailed in Clause 102.1.ar the Contractor shall establish a booking programme for each user based on home pitch requirements.
- 102.1.ax On completion of the booking programme the Contractor shall inform the relevant users of the pitches and locations that have been allocated to them. The Contractor shall accommodate the users preferred location whenever possible.
- 102.1.ay The Contractor is advised that changes shall occur to the booking programme and fixture lists due to cancellation and the Contractor shall make due allowance to accommodate the variable nature in the provision of the Service.
- 102.1.az The Contractor shall provide the Supervising Officer with details of the booking programme and fixture lists in such form as may be prescribed by the Supervising Officer.
- 102.1.ba The Contractor shall be responsible for regularly briefing all the Contractor's employees to ensure that the booking arrangements in respect of pitch allocation, changing facilities and the use of showers are clearly identified in

Section Z - Sports booking system

advance and that such Operational Sites and Operational Buildings are always available for use at the time of hire.

102.1.bb **Pre-Contract Bookings**

102.1.bc The Supervising Officer shall supply the Contractor with full details of any bookings already taken for the Contract period prior to the commencement of the Contract.

102.1.bd The Supervising Officer shall credit any income received in relation to the bookings referred to in Clause 102.1.b and 102.1.b to the Contractor within twenty eight (28) days of the commencement of the Contract.

102.1.be The Contractor shall honour all bookings already taken for the Contract period and shall make such pre-booked facilities available as required by the hirers concerned.

Section AA - Locking and Unlocking Gates**Section AA - Locking and Unlocking Gates**

- 102.2 The Contractor shall lock and unlock Operational Site gates in accordance with this Specification and/or such other instructions issued to the Contractor by the Supervising Officer.
- 102.3 The Contractor shall implement Operational Site gate locking and unlocking in accordance with the Programme detailed in Appendix 7.

Section AA - Locking and Unlocking Gates

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APPENDIX 1**Play area and Play Equipment Inspection Requirements**

- 1.0 The Contractor shall ensure that the items detailed in sub Clauses 1.0 to 15.0 of this Appendix 1 are inspected, recorded and reported by the Contractor when implementing Play area and Play Equipment inspections in accordance with this Appendix 1 and Specification (D) Clause 69 refers.

2.0 General

- (a) Ensure there are no sharp edges.
- (b) Check for exposed mechanisms and worn bearings and make safe as necessary.
- (c) Check for missing parts or loose nuts and bolts and make safe as necessary.
- (d) Check for missing or damaged Guard Rails and make safe as necessary.
- (e) Check for ground movement of rigid systems and make safe as necessary.
- (f) Check the condition of all safety surfaces, gates, fences, seats, benches and tables and make safe as necessary.
- (g) Inspect all play area ancillary items
- (h) Are signs present and legible?
- (i) Are road barriers present and in good condition?
- (j) Are fences complete and secure?
- (k) Are the self closing gates in good safe working order?
- (l) Are pathways undamaged and unobstructed?
- (m) Is the site free of litter and/or any dangerous objects?
- (n) Are seats/benches secure and undamaged?
- (o) Are Litter bins secure and undamaged?
- (p) Have Litter bins they been emptied?
- (q) Has any permanent and/or seasonal planting been subject to damage?

3.0 Surfacing

- (a) Is the safety surfacing undamaged?
- (b) Are loose-fill surfaces at the right level?

4.0 Play Equipment all items

- (a) Are all supports present?
- (b) Is all timber work undamaged?
- (c) Are all safety barriers present?

5.0 Swings

- (a) Are the swing chains unbroken?
- (b) Are the seats fixed on securely and undamaged?
- (c) Are all chains, shackles, bushes free from wear secure and safe?

APPENDIX 1

6.0 Slides

- (a) Are the steps undamaged?
- (b) Is the chute undamaged?
- (c) Is the slide clear of foreign objects?

7.0 Roundabouts

- (a) Does it revolve smoothly and noiselessly?
- (b) Is it undamaged?
- (c) Does the speed governor work and it is functioning as required?

8.0 Rocking items

- (a) Does the item move smoothly and noiselessly?
- (b) Are all safety guards present?
- (c) Does it strike the ground?

9.0 Spring items

- (a) Does the item move freely and noiselessly?
- (b) Is the spring undamaged?

10.0 Climbing frames

- (a) Are all the bars in place?
- (b) Are they securely fixed?

11.0 Cable runways

- (a) Does the runner move smoothly and noiselessly?
- (b) Is the seat undamaged?

12.0 Sand play

- (a) Is the sand free of all arisings?

13.0 Ropes

- (a) Are the ropes secure and undamaged?
- (b) Are the connectors present?

14.0 Multi-play items

- (a) Are the guard rails present?
- (b) Are there signs of newly exposed timber where a piece has been removed?
- (c) Are there holes in the metal indicating where a piece has been removed?

APPENDIX 1

15.0 Skate parks, bowls including BMX

- (a) Are there any missing bolts, screw and rivets
- (b) Are there any missing guard rails
- (c) Are there any damaged guard rails
- (d) Is the are free from arisings
- (e) Are there any damaged signs, gates and/or fencing.
- (f) Is there any wear and tear of ramps and jumps
- (g) Are there any cracks to steel ramps chips and cracks to concrete ramps and jumps.
- (h) Are there any blockages to drains and soak ways
- (i) Are there any areas of rust and/or structural deterioration
- (j) Is there any damage coping pipes, any burrs, knuckling and looseness of equipment

16.0 At Every Inspection

- (a) The Contractor shall accurately record all the above inspection requirements
- (b) The Contractor shall accurately record all faults/damage found
- (c) The Contractor shall accurately record by photograph all faults/damage found using a digital camera
- (d) The Contractor shall date, time, and sign an Inspection Log Book which shall have been prior approved by the Supervising Officer on completion of the inspection
- (e) The Contractor shall make any minor repairs necessary at the time of inspection and shall use only Manufacturer Approved parts on all Playground Equipment. The Contractor shall detail all minor repairs implemented at the time of inspection in the Contractors approved Inspection Log Book
- (f) The Contractor shall be deemed to have include for all minor repairs to play equipment in his Tender rates.
- (g) The Contractor shall submit the approved and completed Inspection Log Book and to the Supervising Officer at 10.00 hours on the Friday of each week with electronic copies of all photographs. The photographs shall be provided to the Supervening Officer electronically via email at the same time as the Inspection Log Book.
- (h) The Contractor shall provide information when requested to the Supervising Officer and/or the Council's Insurance Section in relation to any insurance claim in respect of this Appendix 1 Play area and Play Equipment Inspection Requirements and shall be deemed to have included in his Tender for so doing.

APPENDIX 2

PARKS PLAYGROUND EQUIPMENT INVENTORY LIST			
Playground	Play Equipment		
Acton Green Common Refurbished October 2004	1x Toddlerzone Play Unit Sutcliffe 1x 4 3m Style Swings Sutcliffe 1x Wok Roundabout SWD100 Sutcliffe 1 x Burma Bridge Setter 1 x Climbing Net/Twister Net Setter	1x Special Playzone Unit Sutcliffe 1x Inclusive Basic Springer Sutcliffe 10 x Rubber Step Logs 200mm Setter 2 x Balance Beams Setter 1 x Suspension Bridge Setter	1x 2 2.4m Style Swings Sutcliffe 1x Inclusive Ladybird Springer Sutcliffe 1 x Galaxy Supernova Kompan 1 x Swinging Steps Setter 1 x Crossed Rope Walk Setter
Additions 2009-10	1 x Wicksteed: twisteed ropes	1 x Playdale: 2 bay : 2x toddler + basket swing	
Acton Park Refurbished February 2004	1x IXO Multiplay Unit Proludic 1x 2 1.8m Cradle Swing SSW062 Sutcliffe 1x Yellow House M7001 Kompan 1x Galaxy Argo GXY8019 Kompan	1x Playzone Unit PZW525 Sutcliffe 1x Wok Roundabout SWD100 Sutcliffe 1x Galaxy Spica 1 GXY8014 Kompan	1x 4 3m Flat Seat Swing SSW104 Sutcliffe 1x Roundabout SWD180 Sutcliffe 1x Elements Blazer 400021 Kompan
Acton Park MUGA	1x Teenzone Hangout Shelter, Sutcliffe	1x MUGA enclosed court	
Blondin Park	1x Rodeoboard Proludic 1x 2 Cradle Swings Wicksteed Small Multi Unit (DZW008) Sutcliffe 1x Hopper Kompan	1x (Altima) climbing pole Proludic 1x Large multiplay unit 8x Fitness trail items Sutcliffe	1x 2 Flat Seat Swings Wicksteed 1x Wok Sutcliffe 1x Dorado Kompan
Avenue Road Park	1 x Junior Slide SMP 1 x Multiplay Unit Hags	1 x Rocking Rockette Wicksteed 1 x Merry-go-round Wicksteed	1 x 10' 4 Seat Swing Wicksteed
Brent Lodge Refurbished July 2003	1 x Kanope Multiplay Proludic 1 x 2 Traditional Swings Proludic 1 x Squirrel Springer Proludic	2 x Crocodile Benches Kompan 1 x Horse Springer Proludic 1 x Snake Springer Proludic	1 x 2 Cradle Swings Proludic 1 x Duckings Spring See Saw Proludic 1 x Tema Castello Proludic
Carr Rd	1 x Kompan Springy seesaw 1x nest swing Playdale 1 x bicycle roundabout Sutcliffe 1 x concrete frog Timberplay	1x 2 Bay Cradle Swings Playdale 1x toddler multiplay Unit and slide Playdale 3 x mini trampoline Sutcliffe	1x Multiplay Unit and slide Hags 1x 2 Flat Seat Swings Playdale 1 x balance trail HMP
Cayton Green	1x 2 Junior Swings 1 Springer chicken, childrens playground company 1 x 2 toddler, childrens playground company	See-saw 4 seats Multi unit spider climbing net trapezoid as attachment to multi unit spider. Attachment platform for slide ht 1.8m width 0.5m. Climbing tractor with slide.	
Churchfields Rec. Park	1x 2 2.4m Flat Swing 6040-005 Wicksteed 2x Multiplay Units SMP 1x 2 1.8m Cradle Swing 6040-002 Wicksteed	1x See-saw Wicksteed 1x Round-a-bout Wicksteed 1x Multiplay Unit Hags	1x Rocking Horse Wicksteed 1x Junior Slide SMP

APPENDIX 2

PARKS PLAYGROUND EQUIPMENT INVENTORY LIST			
Playground	Play Equipment		
Coronation Gardens Park	1x Jazzy Multiplay Wicksteed	2x Springers TUV	1x Slide
	1x Square multplay unit SMP	1x 2 Cradle Swing	1x Revolving cyclinder
	1x Springer Sutcliffe	1x Wicksteed swing set (April 2007)	1x Hanging loops
Cranleigh Gardens Park Refurbished October 2003	1x Basketball Hoop/post Husson UK	1x Football 5aside TZU074 Sutcliffe	1x Cricket Wickets Drayton Fencing
	1x Elements Hopper 400022-01 Kompan	1x Elements Bowl 400024-3717 Kompan	1x Elements Setting Modular 40033-371RE Kompan
	1x Elements Fire Station 40041-371 Kompan	1x Ziggy Springer M13300-01 Kompan	1x Zaggy Springer M13400-01 Kompan
	1x 2 1.8m Play Swing SSW062 Sutcliffe	1x Wok Roundabout SWD100 Sutcliffe	
Cuckoo Park Upper Play	1x 2 Flat swings	1x Large Multiplay item	2x Jupiter flat faced goalmouths Proludic
	1x Cableway	Various timber trail items	
Cuckoo Park Lower Play Refurbished April 2003	1x Labyrinthe Puzzleboard G2223 Proludic	1x Falling Star Springer J809A Proludic	1x Little Apple Multplay J1429 Proludic
	1x Slide	1x 2 Timber Cradle swings	
Deans Gardens Hangout	Teenzone Shelter, Sutcliffe	Teenzone MUGA, Sutcliffe	
Deans Gardens Refurbished February 2004	1x 4 Cradle Swings, Sutcliffe	1x Toddler Multiplay, Sutcliffe	1 x souble See-saw Kaiser and Kunne
	2x Spring Rockers, Sutcliffe	1x Large Inclusive multiplay, Sutcliffe	1 x Low Rotator TZA036 Sutcliffe
	1x 4 3m Flat Swings, Sutcliffe		
Additions 2010	Balancing course 12 - Rope/balancing/stepping logs item - Children's Playground Company.	Springy bus - Children's Playground Company.	
Down Way Park Refurbished March 2003	2 x Toddler Swings	1x Elements Bowl 400024-3717 Kompan	1x Multi play unit Kompan
	1x Toddler Hammock Swing/Seat Eibe	1x Springer See-saw	1x Elements Navigator 4000007 Kompan
	1x Galaxy Spica 1 GXY 8014 Kompan	1x Teenzone MUGA TZU009 Sutcliffe	
	1 x Galaxy Supernova 916000-3417 Kompan	1x Teenzone shelter TZU046 Sutcliffe	
Drayton Green Park Refusbished August 2004	1x Puppet see-saw SPV24300 Kompan	1x Elements Hopper 400022-01 Kompan	1x Play Disc Roundabout SWD180 Sutcliffe
	3x Play Swing Barriers Sutcliffe	1x Play Dizzy Disc SDD100 Sutcliffe	1x Play Duo Disc SDD900 Sutcliffe
	1x Play Rotating Beam TZU117 Sutcliffe	1x Playzone Modified Unit 5602652 Sutcliffe	2x Inclusive Play Springie SSB300 Sutcliffe
	1x 2 3m Style Swings Sutcliffe	1x Low rotator TZA036 Sutcliffe	1x Toddlerzone Play Unit DZW059 Sutcliffe
	1x 2 1.8m Cradle Style Swings Sutcliffe	1x Wok Roundabout SWD100 Sutcliffe	
Ealing Central Sports Ground	1x 4 2.4m Flat Swing 6040-006 Wicksteed	1x See-saw Wicksteed	1x Rocking Rockette Wicksteed
	1x Multiplay Unit SMP	1x Slide	1x 8' 4 Seat Cradle Swing Wicksteed
	2x Spring Units Kompan		
Additions 2010	Wicksteed tangle net	Compact climber - XZU500 - Sutcliffe.	
	Sling shot - SWD400 - Sutcliffe.	2.4m swing with cradle Seats - SWB084 - Sutcliffe	
	Wipe out - SWD450 - Sutcliffe.		

APPENDIX 2

PARKS PLAYGROUND EQUIPMENT INVENTORY LIST			
Playground	Play Equipment		
Elthorne Park Refurbished April 2006	1x 12' 4 4 flat Seat Swing SMP 15 x Imag rounded glacial boulders 1 x Sutcliffe 2.4m Toddler Swing SSW082 1x Suspension Bridge 1x Balance Beam 1 x Suspended Plank	2 x Kompan Crocodile benches M243-01 1 x SMP New World Caracus 1 x SMP Nexus Velocity - 4 (Std) 1x Twister net 1x Swinging Steps 1 x Spiral Ropes	1 x Hags Mayflower boat 1 x Kompan Hopper ELE400022 1x Kaiser-Kuhne Chin Up bar 10x Rubber Steps
Fairview Gardens Refurbished August 2003	1 x Burma Bridge Setter 1 x Twister Net Setter 1 x Inclusive Basic Springie SSB300 Sutcliffe 1 x Teenzone TZU106 MUGA Sutcliffe	2 x Balance Beams Setter 1 x Suspension Bridge Setter 1 x Toddlerzone DZW005 Unit Sutcliffe 10x Stepping Stones Setter	1 x Swinging Steps Setter 1 x Inclusive Wok Dish SWD100 Sutcliffe 1 x 2 Cradle Seat Swings Sutcliffe
Glade Lane Canalside Park	1x Multiplay Unit Lapsett 1x Multiplay Unit Wicksteed	1x Single Bay 2 Seat Swing 1x Assault Course (4 elements) Wicksteed	1x See-saw Lapsett
The Green, East Acton Refurbished April 2005	2 x Sutcliffe football goals		
Greenford Rec Park	1x 12' 4 Flat Seat Swing SMP 1x 10' 4 Cradle Seat Swing SMP 1x Racing Car Wicksteed	1x roundabout RecordRSS 3x Rocking Animals Lapsett	1x Storm multiplay Unit Wicksteed 1x Mystical world toddler multiplay Wicksteed
Gurnell Grove Park	1x Single Arch Swing SMP 1x Moonprobe Wicksteed 1x Horizontal bars Wicksteed	2x 8' 3 Seat Swings Wicksteed 2x Spring Toys ABC Team	1x Rocking rockette Wicksteed 1x Multiplay unit SMP
Hanger Hill Park Refurbished April 2008	1x 3 Cradle Swing Wicksteed 1 x Agito Multiplay Hags 1x Rotating Wok Dish Sutcliffe SWD100	2x Rocking Animals Lapsett 1x 10' 4 Flat Seat Swing SMP 1 x Elements Hopper 400022-01 Kompan	1x Junior Slide SMP 1x Multiplay Unit SMP 1x Rocking Horse 6060-011 Wicksteed
Havelock Road Open Space	1x Climbing Net Wicksteed 1x Round-a-bout Wicksteed	1x Spring Rocker Wicksteed 1x 2 Cradle Seat swing Wicksteed	1x Junior Multiplay with Slide SMP 1x 2 Flat Seat Swing Wicksteed
Heathfield Gardens	1x Metal Hangout Shelter	2x Tubular Seats	1x Single Basketball Point Street Design
High Lane Mayfield Park	1 x Kompan Supernova 1x Spring Rocker	1 x Kompan Blazer 1x 4 3m Flat/Cradle Seat Swing Wicksteed	1x Multiplay Unit Wicksteed
Horsenden Hill West Refurbished October 2006	1x JMA-0502-40 Magic Color tractor - Husson 1x JCA-0103 Classic A3 - Husson 1x Speedway Roundabout Wicksteed 1x Dizzy Disc Roundabout Wicksteed 2x Horse Springers Wicksteed	1x Non bump see-saw - Wicksteed 1x Rocket - Wicksteed 1x Low Pedestal Slide - Wicksteed 1x High Pedestal Slide - Wicksteed 1x Gyrospiral - Proludic	1x 4 Traditional 2.4m Swings - Wicksteed 1x 4 Traditional 3m Swings - Wicksteed

APPENDIX 2

PARKS PLAYGROUND EQUIPMENT INVENTORY LIST			
Playground	Play Equipment		
Horsenden Hill Farm	1x Owl Sculpture Chn Play Co 1x Crow's Nest with skull 1x Playship 'Warthe' cutter Blue Cushionfall Woodchips for surfacing	1x Dove Sculpture Chn Play Co 1x 3 Combination Swing 2x Frog Springers	1x Squirrel Sculpture Chn Play Co 1x Balancing Boat 135m Willow Maze
Islip Manor Park	1x nest swing Wicksteed 1x 2 Seat Cradle Swings 2 x flat seat Wicksteed 1 x spinner post Kompan	1x multiplay unit with slide Wicksteed 1 supernova roundabout Kompan 2 x springers Kompan	1x climb and spin unit Kompan 1 x toddler multiplay tower slide Wicksteed
Jubilee Park Refurbished August 2004	2 x Galaxy Spicas GXY8014(8015) Kompan 1x Rotating Wok Dish Sutcliffe SWD100 1 x Toddlerzone Multiplay DZW005 Sutcliffe	1 x Galazy Supernova 916000-3417 Kompan 1 x Inclusive Basic Springer Sutcliffe 1 x Missouri Multiplay APSMISSO SMP	1 x Elements Hopper Seesaw 400022-01 Kompan 1 x 2 2.4m Cradle Swings Sutcliffe 1 x 4 3m Traditional Swings Sutcliffe
King George V Poors Piece	1 x wide embankment slide Timberplay 1 x nest swing ? 1 x water pump	1 x post and net climber Timberplay 3 x climbing logs	1 x sand digger ? 4 x play sheep Timberplay
Lammas Park Refurbished October 2005	1x SMP Action Pack 'Bromo' 1x 4 Cradle Seat Swings Wicksteed 1x Wide Double Slide Wicksteed 1x Proludic Roundabout (Speed Gyro) 2x Setter Balance Beams	1x Wicksteed See Saw (Jolly Gerald) 1x Hags Willy the Jeep springer 1x 4 Flat Seater Swing SMP 1x Inclusive Crocodile Springie (SSB400) Sutcliffe 1x Inclusive Basic Springie (SSB300) Sutcliffe	10x Setter rubber stepping stones 1x Setter Suspension bridge 1x Setter Suspended plank 1x Setter Spiral ropes 1x Setter Twister
Laughton Road	1x Mixed Swing - Toddler/Flat Seat	1x Slide	
Lower Thrifts	1x 8' 2 Seat Cradle Swing Wicksteed 2x Rocking Animals Lappset 1x See-saw Wicksteed	1x 10' 4 Seat Flat Swing SMP 1x Rocking Horse Wicksteed	
Additions 2009	Multi unit Otford - modular slide tower unit - Children's Playground Company. Balancing course 12 - Rope/balancing/stepping logs item - Children's Playground Company.	Jungle swing - tyre swing - Children's Playground Company. Fairy tale house - Play house - Children's Playground Company.	
Midland Terrace	1x 2 Flat Swing Wicksteed 2x Spring Animals 1 X BALANCE BEAM, Playground Services 1 X SPIRAL ROPES, Playground Services 1 X SUSPENSION BRIDGE, Playground Services 1 X SLALOM BEAM, Playground Services	1x Mini Climbing Frame 1x 2 Cradle Swings Mystical world multi-play system - Dragons canyon, Wicksteed.	1x Rocking Rockette Wicksteed

APPENDIX 2

PARKS PLAYGROUND EQUIPMENT INVENTORY LIST			
Playground	Play Equipment		
Mill Hill Park Fenced and unfenced areas	2x Spring rockets 1x Multplay unit RSS 1x Single rope balancer RSS 1x 4 Flat seat swings	1x 2 Cradle seat swings RSS 2x Balance Beams RSS 1x Twin rope balancer RSS 1x 4 Cradle seat swings	1x 2 Flat Seat Swings RSS 13x Balancing Stepping Stones RSS 1x Large slide on slope 1x Toddler slide
Mill Hill Gardens	1x Roundabout 1x Wicksteed 4 Traditional seat swings (2005)	1x Wicksteed Slide (2005) 1x Large Multiplay Unit Hags	1x Rocking Rockette Wicksteed
Montpelier Park	3 x Timberplay springy discs	1 x setter timber balance trail	
NAPF Refurbished March/April 2003	1x Playzone Multiplay PZW511 Sutcliffe 5 x Swing Barriers Sutcliffe 1x Basic Inclusive Springer Sutcliffe SSB300	1x Cantilever Swing Kaiser & Kuhne 1x SMB Frame Net & Hammock SMB.33.2 1x Crocodile Inclusive Springer SSB400	1x 2 Cradle Style Swing Sutcliffe 1x Rotating Wok Dish Sutcliffe SWD100
2009-2010	1 x Chn Play Co: 4 m Jungle bidge + 1 tower + Balance course 12		1 x playdale junior swing
Northala Fields	1x Kompan Galaxy Supernova GXY916 1x Kompan Nature Lookout SPFE28520 2x Sutcliffe Inclusive Springie SSB300 60x stepping posts	1x Sutcliffe Firemans Tower PZW683 1x Sutcliffe Toddlerzone 'The Castle' DZW274 1x Setter Twister 1x setter suspension bridge	1x Sutcliffe 2.4m 4xswings (3x bumper 1x inclusive SRF124) 1x Setter suspension plank 2x Setter Balance Beams 1x Setter Spiral Ropes
Northala Fields Focal core	1 x embankment slide,Children's Playground Company. Climbing pyramid,Children's Playground Company. 1 x balance beans,Children's Playground Company. 1 x timber teepee,Children's Playground Company.		
Norwood Green	1x Multiplay Unit SMP 1x Nexus (The Core with bannister) SMP 1x Proludic Rodeo 1x Suspension Bridge 1x Duo Balance Beam	1x 2 6' mixed Wooden Swings Wicksteed 1x Hippo Springer SMP 1x Caracas (Toddler multi unit) SMP 1x Burma Bridge 1x Swinging Steps	1x 8' 4 Seat Flat Swing Wicksteed 1x Ark Springer SMP 1x Glow Worm (6060 048) Wicksteed 1x Horizontal Climbing/Twister Net 1x Crossed Rope
Oldfield Rec Ground Refurbished September/October 2004	1x Galaxy Supernova GXY916 Kompan 1x 2 2.4m Cradle Style Swings Sutcliffe 1x APO11 Mini MUGA Steelway Fensecure	1x Elements Blazer Kompan ELE4021 1x 2 3m Traditional Style Swings Sutcliffe	1x Playzone Play Unit PZW359 Sutcliffe 1x Inclusive Basic Springer Sutcliffe
Osborne Road Park Acton	1x Horizontal Bars Wicksteed 1x Globe Climbing Frame SMP	1x Large Jungle Gym Wicksteed 1x Whirling Platform Wicksteed	1x 8' 4 Seat Flat Swing Wicksteed 1x Rocking Rockette Wicksteed

APPENDIX 2

PARKS PLAYGROUND EQUIPMENT INVENTORY LIST			
Playground	Play Equipment		
Perivale Park	1x Large springer	1x Toddler multiplay item Playdale	1x Springer
Refurbished November /December 2004	1 x Galaxy Supernova (Ref:GXY 916) Kompan	1 x Galaxy Spica (Ref: GXY 8014) Kompan	1 x Galaxy Acella (Ref: GXY909)
	1 x Galaxy Dorado (Ref: GXY 924)	1x Trad Slide Ref: TSDL 151 15'long Sutcliffe	4x Trad Swing Ref: SSW104 Sutcliffe
	2x 2.4m Cradle Swing SSW062 Sutcliffe	1x Inclusive Springer Ref:SSB300 Sutcliffe	1x Inclusive Springer Ref:SSA800 Sutcliffe
Additions 2009-2010	Playdale: webnet, clustered stilts(7) x 2, interwine, net bridge		
Pitshanger Park	1x High Pedestal Slide Wicksteed 6050-062	1x SMB Frame Net & Hammock SMB33.20	1x 4 3m Flat Seat Style Swing Sutcliffe
Refurbished February 2005	1x Large Multiplay Wicksteed	1x Roundabout Wicksteed	1x Crane Climbing Frame Wicksteed
	1x 4 Cradle Seat Swing Wicksteed		1 x Base Leisure square backed combo goal
Additions 2009-2010	1 x Wicksteed: G Force roundabout without speed restricto	1 x Wicksteed: Cockerel Rock 'n' roll 6060-066	Playdale : junior swing(birdnest seat)
	Setter fitness trial consisting of: Balance Beam x 3 Suspension Bridge x1 Stilts x1 Spiral Ropes x1 Slalom Beam x 1		
		Playdale : webnet	Playdale : areal runway (25m)
Ravenor Park	1x supernova Kompan	1x Multi Unit (PZW345) Sutcliffe	1x Hopper see saw (ELE400022) Kompan
Refurbished October 2005	1x 12' 4 Flat Seat Swing SMP	1x 4 1.8m Cradle Swing 6040-003 Wicksteed	1x toddler Multi Unit (caracus) SMP
Rectory Park Stage 1	2x BL/GE/151 12m wide Base Leisure goals	2x BL/GO/111 Combo goal Base Leisure	1x Quarter Pipe 15035 Playdale
	1x Midi Ramp 15004 Playdale	1x Quarter Pipe 15031 Playdale	1x Funbox 15031+15015 Playdale
	1x Half Pyramid 15081 Playdale	1x Teenzone Seat TZU120 Sutcliffe	1x Teenzone Seat TZU121 Sutcliffe
	1x Teenzone Seat TZU122 Sutcliffe	1x Teenzone Seat TZU021 Sutcliffe	
Rectory Park Stage 2	1x Galaxy Propus Kompan	1x Galaxy Supernova GXY916 Kompan	1x Hellersdorf Rope Play Russell Leisure
	1x Galaxy Spica 1 GXY 8014 Kompan	1x Galaxy Spica 2 GXY 8015 Kompan	1x Cableride Russell Leisure
	1x Teenzone Seat TZU121 Sutcliffe		
Rectory Park Stage 3	1x 4 3m Flat Swing 6040-009 Wicksteed	1x 4 2.4m Flat Swings 6040-006 Wicksteed	1x Mobilus 150080 Hags
	1x High Pedestal Slide 6050-062 Wicksteed	1x Spiro Whirl Roundabout Wicksteed	2x Non bump seesaw 6060-002 Wicksteed
	1x Low Pedestal Slide 6050-060 Wicksteed	1x Rocking Horse 6060-011 Wicksteed	1x Willy the Jeep 150155 Hags
Rectory Park Stage 4	1x Medieval Castle M481 Kompan	1x Drawbridge J2605 Proludic	2x Crocodile Benches M243 Kompan
	1x Toddler Tema Castello J2656 Proludic	2x Crazy Dragon Springers M113 Kompan	1x Dragon J817 Proludic
	2x Horse J819 Proludic	1x Pony J800 Proludic	
Ridding Lane	1 x multiplay with slide Hags	1 x roundabout Record RSS	1 x swings 2 cradle seat + 2 flat seat Playdale
	1 x springy seesaw Kompan	1 x springer Wicksteed	1 x balance trail Setter

APPENDIX 2


PARKS PLAYGROUND EQUIPMENT INVENTORY LIST			
Playground	Play Equipment		
Rothsay Rec	1x 3m 4 Seat Swing Wicksteed	1x 2.4m 4 Seat Swing Wicksteed	1x Junior slide SMP
Refurbished September 2004	1x New World Toddler Caracas SMP	1x Cat Springer SPCAT SMP	1x Fish Springer SPFIS SMP
	1x APO11 Mini MUGA Steelway Fensecure	1x Spiro Roundabout 6020.054 Wicksteed	
South Acton Rec	1x 2seat swings Proludic	1x ixo multi unit Proludic	1x Pod swing Proludic
	1x rollup Proludic	1x aeroskate Proludic	
South Park	2x Curved Ramps	Rail Slide	BMX Track
	Flat Ramp	Mini Football Goals	2x Separate Football/Basketball Goals
Southall Manor House Grounds	1 x post and net climber CPC	1 x tower, net and slide unit Timberplay	1 x toddler swings Playdale
	1 x tyre swing Timberplay	1 x playhouse CPC	1 x roundabout Timberplay
	9 x wooden play animals		
Southall Park	1x Missouri Multiplay APSMISSO SMP	1x Tornado Carousel Car-Tor SMP	1x 20m Cablerider RSSTBC20 RSS
Refurbished February 2004	1x 4 3m Delta Swing DS104 SMP	1x Galaxy Supernova GXY 916 Kompan	1x Husson UK 98003 Shelter
Southall Rec Ground	1x Galaxy Special GXY 12384 Kompan	1x Galaxy Argo GXY 8019 Kompan	1x Galaxy Supernova GXY916 Kompan
Refurbished June 2003	1x Galaxy Spica 1 GXY 8014 Kompan	1x Galaxy Spica 2 GXY 8015 Kompan	1x Galaxy Spica 3 GXY 8016 Kompan
	1x Elements Racer Springer 4000002 Kompan	1x Elements Stinger Springer 4000020 Kompan	1x Elements Blazer See-saw 400021 Kompan
	1x Elements Fire Station 400041 Kompan	1x Elements Navigator 4000007 Kompan	1x Elements Explorer 400008 Kompan
	1x 20m Cablerider RSSTBC20 RSS	1x Willy the Jeep 150155 Hags	1x SMB Frame Net with Hammock SMB.33.20
	1x 4 2.4m Flat Seat Style Swings Sutcliffe	1x 2 1.8m Cradle Style Swings Sutcliffe	4x Swing Barriers Sutcliffe
	2x MUGA goal courts Husson UK		
Additions 2009-10	Chn Play Co: Jungle bidge 3m+ 1 towers + Balance course 12		
Southfields Rec Ground	1x Galaxy Supernova Kompan	1x Blazer Kompan	2x cradle seat swings Sutcliffe
	1x Hopper see saw Kompan	2x Nexus & Velocity Multi Units SMP	2x flat seat swings Sutcliffe
Spikesbridge Park	1x Aerial Runway Playdale	1x Cantilever Tyre Swing Playdale	1x 2 Junior flat swing seats
	1x 2 Cradle seat swings Playdale	1x 'Little Seoul' Toddler Unit Playdale	1x Large 'Big City' Junior Unit Playdale
	2x Loudspeakers Playdale	4x Activity Play Panels Playdale	1x Twin Balance Beam Playdale
	1x Log Walk Playdale	1x Wobbleboard Playdale	1x Burma Bridge Playdale
	1x Swinging Steps Playdale	1x Ladder Walk Playdale	1x Revolving Globe Playdale
	1x Cross Springer Playdale	1x Dog Springer Playdale	1x Scooter Springer Playdale
	2x Spica (1 and 2) Kompan	1 x springy seesaw Kompan	1 x accessible roundabout Playdale
Additions 2010	1 x slingshot Sutcliffe	1 x rope and nest climbing tower Hucknets	1 x climbing boulder PlayWorld
	1 x post and net climber CPC	1 x sandstone spiral	
Springfield Gardens	1x Inclusive Playzone Unit PZW525 Sutcliffe	1x Playzone Unit PZW373 Sutcliffe	1x Playzone Edge Unit 560 Sutcliffe
	1x Toddlerzone Play Panel DZW033 Sutcliffe	1x 2 1.8m Cradle Style Swings Sutcliffe	1x 2 2.4 Flat Style Swings Sutcliffe

APPENDIX 2

PARKS PLAYGROUND EQUIPMENT INVENTORY LIST			
Playground	Play Equipment		
	1x Basic Inclusive Springer SSB300 Sutcliffe	1x Horse Inclusive Springer SSB700 Sutcliffe	5x Stepping Pods DZA175 Sutcliffe
	1x Teenzone Play Shelter TZU020 Sutcliffe	1x Galaxy Supernova GXY916 Kompan	1x Galaxy Spica 1 GXY 8014 Kompan
	1x Galaxy Spica 2 GXY 8015 Kompan	2x Football goal ends RSS	
Additions 2010	Springer bus, Childrens's Playground company	Climbing course 12, Childrens's Playground company	
Trinity Way Park	1 x- Skate trainer - JVE - 0102 Husson.	Rodeo Board J3501 - Balancing board nr MUGA - Proludic	Teen shelter modified TZU183 - Sutcliffe
Refurbished October 2008	1 x Bloqx 3 - BLX410200 - Climbing unit Kompan .	Twinfly J3504 - Rotating/swinging item nr MUGA - Proludic	Nest swing - SNS080 - Sutcliffe
	1 x Puppet - SPV24300 - Small rocking unit Kompan .	Table tennis table R1000 nr MUGA - Proludic	Roundabout 1.8m - SWD180 - Sutcliffe
	1 x Supernova - GXY916 - Roundabout Kompan .	Play House - DZW268 - Sutcliffe	Swing 3m - SWB104m - Sutcliffe
	1x Boulder - ELE500013 - Modular unit Kompan .	Secret House - DZW269 - Modula unit - Sutcliffe	Springy crocodile - SSB400 - Sutcliffe
	MUGA fencing - Playworld systems	Swing 2.4m - SWB082 - Sutcliffe	Back to back roundabout - SWD170 - Sutcliffe
Walpole Park	2x Flat Swings Russell Leisure	1x Rope & Chain Walker Russell Leisure	2x Speaking Tube Poles Russell Leisure
	1x 2 Cradle Swings Russell Leisure	1x Balance beam Russell Leisure	1x Multiplay Unit, Russell Leisure
	1x Revolving Cylinder Russell Leisure	1x Chain Bridge Russell Leisure	1x Monkey Bars Russell Leisure
	1x Slide Russell Leisure	1x Small Metal Cabin Russell Leisure	1x Revolving Sputnik Wicksteed
	1x 4 seater See-saw Springer Husson UK		
Wesley Playing Field	1x 2 strap swings	1x Large Multiplay SMP	1x Toddlers multiplay SMP
Refurbished 2008	1x 2 cradle seat swings SMP	2x Spring Rockers SMP & Wicksteed	1x Log Balancer
	2x 5-aside football/basketball goals	2x Childrens playground company timber units	1 x Sutcliffe teenzone
	1 x setter balance trail items		
Windmill Rec Park	1x Goal QUK0460-01 Husson UK	1 x 2 1.8m Cradle Seat Swings Sutcliffe	1 x Inclusive Wok Dish SWD100 Sutcliffe
Refurbished March 2004	1 x Inclusive Basic Springie SSB300 Sutcliffe	1 x Toddlerzone DZW005 Unit Sutcliffe	2x 4 Flat Seat Swings Wicksteed
Wood End Rec East	1x springy seesaw Kompan	1 x mini spinner dish Kompan	1 x toddler multiplay unit PlayDale
Refurbished 2009	1x Mini Merry-go-round	1x 2 Cradle Seat Swings + 1 flat seat	1 x springy jeep Hags
	2 x springies Hags and Kompan	1 x balance trail Playdale	
Wood End Rec West	1x 2 2.4m Swing SSW082 Sutcliffe	1x Playzone Unit PZW359 Sutcliffe	1x Wok Roundabout SWD100 Sutcliffe
Refurbished July 2004	1x Galaxy Supernova GXY916 Kompan	1x Galaxy Argo GXY8019 Kompan	1x Elements Blazer ELE400021 Kompan
	1x set of Multi Use goal ends		

Appendix 3

Interment Record Form

						 www.ealing.gov.uk	
PRELIMINARY DETAILS OF BURIAL							
CEMETERY		Lib.&I.E					
Acton		No.		New	R	Trad	
Greenford		Ref				Muslim	
Illovelock		G.B. No.		noty	Lj	Child	
Hortus		RPG No				Chamber	
S. Ealing							
				Date of Interment			
MEMORIAL		NETT SIZE OF COFFIN					
Yes	EJ	ft.	ins.	ft.	ins.	Time>	am/pm
No		' 11 - - - - r - -				Dog for	
				at Cem.Chapel		C=J CJ interments	
				<0t Gr.Iveside			
Name of		Deceased.....					
		Owner					
Undertaker							
		To:le No.					
further onstructoons...							
<u>AUTHORITY FOR INTERMENT:</u>							
Owner to duthoo iSt!				Notifildlion rtlllloved.....			
Owner W.labove deceased				Faxed to Cemetery.....			
Owner previously deceased - indemnity				Diary entered.....			
TS.S91 (6/03)							

APPENDIX 4**PLAYING SEASONS****1.0 Playing Seasons**

For Guidance purposes only the Contractor is advised that the following playing seasons and times shall apply throughout the borough and the Contractor shall be deemed to have made due allowance in his Tender rates for implementing works at times, which do not conflict with the normal use of Operational Sites and the facilities contained therein by the general public.

Facility	Playing Season	Playing Times
Athletics	For duration of School Summer Team (as determined by Ealing Council)*	From park opening to 1 hour before park closing
Baseball	1 st Monday in May to last Sunday in August	From park opening to 1 hour before park closing
Bowling Green	Weekend nearest May 1 st to weekend nearest September 30 th – unless otherwise stated	From park opening to 1 hour before park closing
Cricket	Weekend nearest May 1 st and run for 20 weeks – unless otherwise stated	From park opening to 1 hour before park closing
Football/Rugby	Unless otherwise stated the season will commence 12 days after last weekend of the cricket season and run for 30 weeks**	From park opening to 1 hour before park closing
Gaelic Football	March to October inclusive	From park opening to 1 hour before park closing
Softball	1 st Monday in May to last Sunday in August	From park opening to 1 hour before park closing
Volleyball	1 st Saturday in May to last Saturday in September	From park opening to 1 hour before park closing

* Athletics marking may be required outside school summer term on specific dates or occasions each year, the Supervising Officer shall provide adequate notice to the Contractor with the details of any such requests.

** Summer football pitches shall be required each year beyond the end of the football season and until the end of August. The Supervising Officer shall specify the aforementioned designated summer football sites to the Contractor during the football season.

APPENDIX 5**OUTDOOR PLAYING PITCH BOOKING INFORMATION****1.0 Charges**

2010 cricket season

Casual grade 'A'	£72.70 + VAT
Seasonal grade 'A'	£69.07
Casual grade 'B'	£57.39 + VAT
Seasonal grade 'B'	£54.52

Proposed for 2011 cricket season

Casual grade 'A'	£76.34 + VAT
Seasonal grade 'A'	£72.52
Casual grade 'B'	£60.26 + VAT
Seasonal grade 'B'	£57.25

2010/11 football season

Casual grade 'A'	£63.36 + VAT
Seasonal grade 'A'	£47.52
Casual grade 'B'	£40.92
Seasonal grade 'B'	£30.69

Note: VAT is not charged on seasonal bookings

2.0 Number of Bookings

2008/09 financial year	2685
2009/10 financial year	2468

3.0 Income

2008/09 financial year	£96,654.67 (exclusive of VAT)
2009/10 financial year	£85,425.82 (exclusive of VAT)

4.0 Number of Users/Teams Booking Pitches

Cricket 2010	61
Football 2009/10	60

APPENDIX 6

EALING COUNCIL

Terms and conditions for the hire of outdoor sports pitches

1. The season for cricket shall be for a period of 20 weeks commencing in May each year. The season for football shall be for a period of 30 weeks commencing in September each year. Occasional bookings are subject to availability throughout the year as are pitches for hockey, rugby, American football and other non-specified sports.
2. Cricket matches shall not commence before 2pm without special permission and the payment of any additional fees required. All play must terminate not later than half an hour before the closing time of the ground (http://www.ealing.gov.uk/services/leisure/parks_and_open_spaces/grounds_maintenance/gate_locking.html). In the case of morning matches (excluding cricket) these must end by 12.30pm. The Service Director (SD) responsible for parks and open spaces or their delegated representative on duty may terminate any match, which is likely to interfere with the closing of the ground at the proper time. Changing accommodation must be vacated before the closing time of the ground and in the case of morning matches by 1pm. Changing accommodation will be opened no later than 30 minutes before the commencement of games. Teams not arriving within 1 hour of the arranged start time will be deemed not be playing and forfeit their fixture – no refund will be made.
3. The Council shall arrange for the preparation and markings of pitches and the supply of goal posts. The Council do not supply goal nets, corner flags or any equipment for cricket. The positions of the wicket or goalmouth, as marked out by the Council, must not be altered without the written consent of the SD or their delegated representative.
4. Mutual exchange of dates between clubs or subletting is not permitted without the written permission of the SD or their delegated representative.
5. The SD or their delegated representative shall be the sole judges as to the fitness of the pitch for play, and the Council reserve the right to close, without notice any pitch or ground which is unfit for play/use owing to weather or other conditions, without obligation to allow another day in lieu thereof, and without funds being refunded. Seasonal booking fees are calculated to take into account the likelihood of pitch closures during the season due to adverse weather conditions.
6. Play is not allowed unless the club is in possession of the Council's official permit, and all matches must be played on the pitch indicated on the permit or as advised by the delegated representative of the SD. The Council reserve the right to undertake random inspections of permits and terminate the game immediately if this cannot be produced.

The Council will not grant an official permit for an occasional booking of a pitch unless an application is received and the appropriate fee paid at least 7 days before the match.

7. If any club breaks any of the Council byelaws or regulations, or these terms and conditions or behaves in a manner prejudicial to the pitch, facilities or users of the ground, or causes a nuisance to local residents, the club shall forfeit the right to play on the pitch it has been allocated, and the Council may retract its permission for the use of any pitch for the remainder of the season, without any fees paid to the Council being refunded.
8. Persons using any pitch do so at their own risk. The Council (or their contractor) accepts no responsibility or liability in respect of loss or damage to property, or injuries sustained by any person, and give no warranty of any kind as to the safety of the pitch, equipment or facilities. Delegated representatives of the SD are forbidden to take charge of any money, jewellery or any article in any circumstances.
9. The club must ensure that no nuisance is caused to local residents or other users of the ground, if any, during the period of hire. The club is responsible for any loss or damage to the pitch, equipment or facilities, or any other property belonging to the Council (or their contractor), and shall ensure the same is left in a clean, tidy and orderly conditions and shall not allow or cause damage. In the event of any loss or damage arising from the hire:
 - a. The club will keep the Council indemnified from and against all actions, claims, demands, costs, losses and expenses which may be brought or made against it or incurred by it however arising directly or indirectly out of or in connection with the hiring.
 - b. The club will not make any claim against the Council in respect of loss, damage or injury arising as aforesaid.
 - c. The club will comply with any condition laid down by the Council's insurers and any costs involved in complying with such conditions shall be borne by the club.
 - d. Notice in writing must be given to the SD, c/o Sports Pitch Bookings, Ealing Council, Perceval House, 14-16 Uxbridge Road, London W5 2HL of any accident, damage or proceedings as soon as possible and not later than 48 hours of the incident arising and no repudiation of liability negation or admission shall be made to a third party.
10. All complaints must be made in writing to the SD, c/o Sports Pitch Bookings, Ealing Council, Perceval House, 14-16 Uxbridge Road, London W5 2HL within 5 working days of the issue you wish to complain about.
11. Clubs are required to pay the total fee at the time of acceptance of a seasonal allocation (10+ games). The charges will be set out in the Council's current scale of fees, which are available on request. The hire charge shall be levied in accordance with the Council's scale of fees. Fees shall be paid as follows:
 - a. Payment is due must be paid in full not later than 5 working days before the booking date.
 - b. Cheques should be made payable to the 'London Borough of Ealing' and crossed. Post dated cheques will not be accepted. Any costs incurred by the Council due to cheques being presented and insufficient funds being available to cover this will be passed to the club.
 - c. All postal remittance should be sent to the above address for the attention of Sports Pitch Bookings. Payments by cash can be made in person by attending the Customer Service centre at the above address. Credit/debit cards may be used to pay in person or via the telephone – (020) 8825 6262.
 - d. Charges shall be renewed annually and the new charges are operational from the start of respective seasons.
12. Any cancellation of bookings shall be in writing addressed to the SD, c/o Sports Pitch Bookings, Ealing Council, Perceval House, 14-16 Uxbridge Road, London W5 2HL and must be received by the Council no later than 5 working days before the hire date. No refund or credit will be available for the cancellations of bookings where:
 - a. The cancellation is made less than 5 working days before the booking

APPENDIX 6

- b. The booking is an occasional booking and the Council is unable to secure alternative bookings even when the club has given proper notice.
 - c. The booking is a seasonal allocation.
 - d. The Council declares any pitch unfit for use owing to weather conditions. The only exception to this clause will be when the Council has cancelled 4 or more games in one season per team (not necessarily club) at which point credits will be available for use in the same season. Credits may not be carried over.
13. All pitches are categorised by the facilities that are available at individual locations:

Grade A = pitches that have basic changing facilities, this does not necessarily include toilets and/or showers.

Grade B = pitches that have no facilities
14. Details of facilities available may be obtained on application to the Council.
15. Clubs must ensure that all litter is disposed of appropriately. Failure to do so will entitle the Council to withdraw permission for the club to use the pitch for the remainder of the season, and may refuse future bookings by the club. Clubs will be charged for the removal of rubbish, an administration fee and for any damage they cause.
16. The club shall not:
 - a. Bring or allow to be brought onto the pitch or into the changing accommodation or other property owned by the Council any alcohol or dangerous hazardous substance.
 - b. Sell or supply to other persons any goods of any description on the pitch or into the changing accommodation or other property owned by the Council.
 - c. Bring any vehicle onto the pitch, or ground other than a public car park, or highway, without prior permission of the SD or their delegated representative.
 - d. Allow smoking in any facility. Smoking in all Council buildings is strictly forbidden.
17. The Council may refuse any application for hiring without giving reasons. In such cases fees paid will be refunded.
18. The club must not store any equipment in or at the facilities between games.
19. The return of a signed copy of the terms and conditions, together with payment, to the SD, c/o Sports Pitch Bookings, Ealing Council, Perceval House, 14-16 Uxbridge Road, London W5 2HL, shall be taken as confirmation that the club agrees to be bound by the Council's terms and conditions for the hire of outdoor sports pitches as set out herein.
20. The person signing the application on behalf of the club must be 18 years of age or over and will be responsible for complying with and ensuring compliance with the Council's terms and conditions for the hire of outdoor sports pitches and any instructions given by the SD or their delegated representative.
21. Any tournaments and/or events held in conjunction with sports pitch hire will not be confirmed until a separate park hire application has been made. Forms for park hire applications can be obtained from the Community and Streets Events Co-ordinator on (020) 8825 6064 or events@ealing.gov.uk. An additional fee will be levied for tournaments and/or events along with additional terms and conditions. Special requests may also be made.
22. The hiring does not entitle the club to use or enter the pitch or facilities, if any, at anytime other than the specified hours for which the hire is made.
23. If the hirer representing the club changes address prior to the date of the hire he/she must notify SD, c/o Sports Pitch Bookings, Ealing Council, Perceval House, 14-16 Uxbridge Road, London W5 2HL in writing.



THE DETAILS BELOW MUST BE COMPLETED FULLY AND RETURNED TO PITCH BOOKINGS PRIOR TO ANY GAMES TAKING PLACE:

Club name:	
Name:	
Position in club:	
Contact address:	
Contact telephone:	
Contact email:	
Signed:	

APPENDIX 6

Date:

APPENDIX 7**Operational Site (Parks & Cemeteries) Locking and Unlocking****1.0 Locking**

- 1.1 The Contractor shall be required to lock all gates, barriers and doors including internal gates on designated Operational Sites from closing time up to one hour afterwards. The Contractor shall be required to make every effort to clear users from within the Operational Site by the use of an audible warning prior to gate locking. No gate shall be locked by the Contractor before the allotted time in Table 1. Should the Contractor be unable to lock an Operational Site for any reason, then the Contractor shall contact the Council's nominated Out of Hours telephone number and shall advise the Out of Hours operator of the reason that the Operational Site cannot be locked. Vehicles unavoidably locked in an Operational Site by the Contractor shall be recorded by the Contractor, date time vehicle type and registration number and a notice, which shall be supplied by the Supervising Officer shall be attached to the vehicle by the Contractor in an appropriate manner and at a location that shall not damage the vehicle.. The Contractor shall provide the Supervising Officer with the details of any vehicle that was locked into an Operational Site on the next working day following the incident. Incidents of vandalism, unruly/threatening behaviour, missing locks, damage to gates, fences or other structures or park features shall be recorded by the Contractor and provided to the Supervising Officer in accordance with Schedule 10 of the Conditions of Contract.

2.0 Unlocking

- 2.1 The Contractor shall unlock all gates, barriers and doors including internal gates on Operational Sites in accordance with Table 1.
- 2.2 Incidents of vandalism, unruly and/or threatening behaviour, missing locks, damage to gates, fences, structures, features shall be recorded by the Contractor and provided to the Supervising Officer in accordance with Schedule 10 of the Conditions of Contract.

3.0 Keys

- 3.1 The Supervising Officer shall issue keys to the Contractor for all Operational Sites at the commencement of the Contract in accordance with Clause 18 of Specification (D) and this Appendix 7. The Contractor shall be responsible for the replacement of any lost, stolen or damaged keys at his own expense.
- 3.2 The Contractor shall provide and fit approved replacement locks and chains to Operational Site gates, barriers and doors including internal gates as necessary if locks are missing in order to ensure that no Operational Site gates, barriers and/or door including internal gate is left

APPENDIX 7

open and the Contractor shall carry a stock of sufficient approved locks, chains and other materials necessary to ensure that the requirements of this Clause 3.2 are implemented by the Contractor. The Contractor shall be deemed to have include in his Tender rates for so doing.

- 3.3 The Contractor shall notify the Supervising Officer immediately of any change of locking mechanism and/or key and shall immediately supply a spare set of keys (2) number to thee Supervising Officer and the keys shall be clearly marked in relation to the Operational Site to which they relate. The Contractor shall be deemed to have include in his Tender rates for so doing.

Table 1 Operational Site Opening and Closing Times for 2012				
Month	Park Open	Park Close	Cemetery Open	Cemetery Close
January	0730hrs	1730hrs	0800hrs	1630hrs
February	0730hrs	1730hrs	0800hrs	1630hrs
March	0730hrs	1900hrs	0800hrs	1730hrs
April	0730hrs	2000hrs	0800hrs	1900hrs
May	0730hrs	2100hrs	0800hrs	2000hrs
June	0730hrs	2200hrs	0800hrs	2000hrs
July	0730hrs	2200hrs	0800hrs	2000hrs
August	0730hrs	2100hrs	0800hrs	2000hrs
September	0730hrs	2000hrs	0800hrs	1900hrs
October	0730hrs	1900hrs	0800hrs	1730hrs
November	0730hrs	1730hrs	0800hrs	1630hrs
December	0730hrs	1730hrs	0800hrs	1630hrs

NB: The Contractor shall note that the Operational Site detailed as Horsenden Farm and its Visitor Centre are locked at the same time as Operational Site cemeteries. This requirement applies throughout the year.

- 3.4 The times detailed in Table 1 Operational Site Park Opening and Closing Times for 2012 are indicative and are subject to confirmation of commencement/termination of British Summer Time. The Supervising Officer shall confirm any variance of the times detailed in Table 1 to the Contractor at the commencement of the Contract.
- 3.5 Should the Operational Site (Parks and Cemeteries) Locking and Unlocking times vary for subsequent years of the Contract they shall be issued to the Contractor by the Supervising Officer in November of each year.

APPENDIX 8**Specification for the Supply of Spring and Summer Bedding Plants****1.0 General Requirements**

- 1.1 All plants shall be true to name, pricked out or potted to the required size in accordance with the list below. The medium in which the plants are grown must be weed, pest and disease free, and should be from a sustainable source where possible.
- 1.2 Plants shall be supplied in containers in accordance with the list below. Alternative containers may be acceptable with the agreement of the Supervising Officer. Where possible, all containers should be of recycled material.
- 1.3 Plants and bulbs shall be visibly free of pests and disease and must be materially undamaged. Plants shall be well grown, hardened off and with a good healthy root ball to ensure minimum stress after planting out. Plants must be delivered well watered and stress free. Any plants that do not conform to the above will not be accepted. Plants shall be available for inspection on request from the Supervising Officer. Plants substitutions shall only be accepted with the agreement of the Supervising Officer.
- 1.4 Each tray of plants must be clearly labelled.
- 1.5 All standards and dot plants shall be properly staked, where necessary, and stopped and shaped as specified below.
- 1.6 Carpet bedding plants should be trimmed in accordance with the catalogue requirements.
- 1.7 The use of growth retardants shall be permitted only with prior agreement of the Supervising Officer.
- 1.8 Bulbs must be of the size specified below and they must be delivered in good condition. Each pack must be numbered and well labelled with quantity and cultivar.
- 1.9 Substitutions to bulb size or variety must be agreed with the Supervising Officer.
- 1.10 All plants must be ready for delivery at the agreed date - approximately the second week in May for summer bedding and the second week in September for Spring bedding. Deliveries must arrive no later than 0800hrs on the instructed delivery dates and at the specified sites.
- 1.11 Delivery charges and the cost of collection of any containers must be included in the price quoted.

APPENDIX 8

1.12 The Supplier shall state clearly before delivery, which containers it wishes to retain and collect.

1.13. Plants may be required to be delivered to a maximum of 6 different sites throughout the Contract Area. Delivery of plants for each season shall take place over a period no longer than one week. Plants or bulbs delivered that are not to specification shall not be accepted and shall be returned at the expense of the Contractor. Any such plants that are returned shall be replaced immediately at the expense of the Contractor.

1.14 It will be the Contractor's responsibility to supply all plants according to the list supplied by the Supervising Officer all in accordance with the Contract.

Container	Plant	Requirement	Size
Summer Bedding Plants			
6 Pack 7cm	Ageratum Blue Horizon	Well rooted, clean short jointed, well supported plant.	125 - 175mm
6 Pack 7cm	African Marigold	Well rooted, clean short jointed, well supported plant.	125 - 175mm
6 Pack 7cm	Salvia Vanguard	Well rooted, clean short jointed, well supported plant.	125 - 175mm
11 cm pots	Coleus	Well rooted, clean short jointed, well supported plant.	125 - 175mm
11 cm pots	Felicia Spring Merchen	Well rooted, clean short jointed.	125 - 175mm
6 Pack 7cm	Begonias -all vars.	As above and compact plant.	100 - 125mm
6 Pack 7 cm	Aster Roundabout	As above and compact plant.	75 - 100 mm
6 Pack 7cm	Dahlia	As above and compact plant.	100 - 125 mm
6 Pack 7cm	Marigold (triploid)	As above and compact plant.	100 - 125mm
6 Pack 7cm	Nicotiana - all vars.	As above and compact plant.	75 - 100mm
6 Pack 7cm	Petunia	As above and compact plant.	75 - 100mm
6 Pack 7cm	Impatiens	As above and compact plant.	75 - 100mm

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Container	Plant	Requirement	Size
12 Pack 5 cm	Ageratum Blue Danube	As above and compact plant.	75 - 100mm
12 Pack 5 cm	French Marigold - all vars.	As above and compact plant.	75 - 100mm
12 Pack 5 cm	Tagetes -all vars.	As above and compact plant.	75 - 100mm
12 Pack 5 cm	Alyssum - all vars.	As above and compact plant.	50 - 75mm
12 Pack 5 cm	Lobelia	As above and compact plant.	50 - 75mm
12 Pack 5 cm	Pyrethrum Golden Moss	As above	50 - 75mm
12 Pack 5 cm	Antirrhinum - all vars.	As above (plus side shoots)	125 - 150mm
25cm Pot	Canna	Well rooted, clean strong growth. 3 - 4 shoots.	850 - 1000mm
25cm Pot	Fuchsia STD	Well rooted, clean staked, stopped with well formed head.	1 - 1.3m
25cm Pot	Helichrysum STD	As above	1 - 1.3m
25cm Pot	Geranium STD	As above	1 - 1.3m
25cm Pot	Cordyline	Clean, short jointed well leafed and well rooted.	450 - 600mm
20cm Pot	Grevillea	As above plus staked	600 - 900mm
20cm Pot	Plumbago	As above plus staked	600 - 900mm
20cm Pot	Abutilon	As above plus staked	1 - 1.3m
13cm Pot	Eucalyptus	As above plus staked	600mm
13cm Pot	Abutilon bush	As above plus staked	450 - 600mm
13cm Pot	Centaurea gymnocarpa	As above but capable supporting itself	300 - 375mm
13cm Pot	Hibiscus	As above but capable supporting itself	300 - 375mm
13cm Pot	Ricinus	As above but capable of	300 - 375mm

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Container	Plant	Requirement	Size
		supporting itself	
13cm Pot	Coleus	As above but capable supporting itself	200 - 300mm
11cm Pot	Perilla	As above but capable supporting itself	300 - 375mm
11cm Pot	Salvia p. Victoria	As above but capable supporting itself	300 - 375mm
11cm Pot	Amaranthus	As above but capable supporting itself	300 - 375mm
11cm Pot	Kochia	As above but capable supporting itself	200 - 300mm
11cm Pot	Iresine	As above but capable supporting itself	200 - 300mm
11cm Pot	Cineraria Silver Dust & Cirrus	As above but capable supporting itself	100 - 150mm
11cm Pot	Geranium	Well rooted, clean short jointed, well breaking plants budding	100 - 150mm
11cm Pot	Helichrysum	Well rooted, clean short jointed, well breaking plants, budding	100 - 150mm
11cm Pot	Chlorophytum c.Var.	Well rooted, clean short jointed, well breaking plants, budding	100 - 150mm
11cm Pot	Echeveria s. Glauca	Well rooted, clean short jointed, well breaking plants budding	100 - 150mm
7cm Pot	Verbena venosa	Well rooted, clean short jointed, well breaking plants, budding	100 - 150mm
7cm Pot	Lobelia (trailing)	Well rooted, clean, well trailing plant	150 - 250mm long

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Container	Plant	Requirement	Size
Spring Bedding Plants			
11cm Pot	Ornamental Cabbage	Well rooted, short jointed & clean Good leaf colour	150 - 200mm
11cm Pot	Dianthus barbatus	Well rooted, short jointed & clean Good breaks.	100 - 150mm
11cm Pot	Polyanthus	Well rooted & clean plant. Strong crown.	100 - 150mm
6 Pack 7 cm	Wallflowers	Well rooted, short jointed, clean plant Good breaks	150 - 200mm
6 Pack 7 cm	Pansies	As above, plus compact plants	75 - 100mm
6 Pack 7 cm	Alyssum saxatile	As above	100 - 150mm
6 Pack 7 cm	Arabis alpina	As above	75 - 100mm
6 Pack 7 cm	Aubrieta	As above	50 - 75mm
12 Pack 5 cm.	Bellis perennis	As above	75 - 100mm
12 Pack 5 cm.	Myosotis alpestris	As above	75 - 100mm

APPENDIX 8

Container	Plant	Requirement	Size
Bulbs			
	Anemone blanda		Tops
	Crocus chrysanthus		Tops
	Galanthus nivalis		5/6
	Hyacinths - all varieties		18cm up
	Iris reticulata - all varieties		Tops
	Muscari armeniacum		8/9
	Narcissus cyclamineum		Tops
	Narcissus-naturalising		14/16
	Narcissus - all other varieties		17 up
	Scilla sibirica		Tops
	Tulips (all varieties)		12/14

APPENDIX 9**Christmas Tree Collection****1.0 General Requirements**

For guidance purposes only the Contractor is advised that following Operational Sites are used as collection points for the depositing of Christmas trees. The Contractor is also advised that the list of Operational Sites may be subject to change by the Supervising Officer. The Supervising Officer shall confirm the actual Operational Sites to be used for the depositing and subsequent collection of Christmas Trees by the Contractor in November of each year.

2.0 Operational Sites

- (a) Elthorne Park
- (b) Churchfields
- (c) Southall Park
- (d) Spikes Bridge Park (Southall Municipal Sports Ground)
- (e) Ravenor Park
- (f) Rectory Park
- (g) Islip Manor Park
- (h) Berkeley Fields
- (i) Ealing Central
- (j) Perivale Park
- (k) Pitshanger Park
- (l) Ealing Common
- (m) North Acton Playing Fields
- (n) Acton Park
- (o) Acton Green Common
- (p) Southfields Park
- (q) Walpole Park
- (r) Cleveland Park

APPENDIX 10

Building Cleaning

Bandstands, Changing Rooms, Shelters, Showers & Toilets

FACILITY	SITE CODE	SITE NAME	QUANTITY	UNIT OF MEASURE
Shelters	B0901	Brent Lodge Park	1	SHELTER
	B0902	Churchfields Recreation Ground	1	SHELTER
	B0101	Walpole Park	1	SHELTER
	B0601	Warwick Dene	1	SHELTER
Bandstands	B0301	Elthorne Park	1	BANDSTAND
Changing Rooms	T0801	Ealing Central Sports Ground	12	BUILDING
	E0301	North Acton Playing Fields	4	BUILDING
	A0901	Perivale Park	10	BUILDING
	E0502	Southfield Road Playing Fields	1	BUILDING
	A0719	Warren Farm Sports Complex	16	BUILDING
Toilets	T0801	Ealing Central Sports Ground	6	BUILDING
	E0301	North Acton Playing Fields	4	BUILDING
	T0904	Horsenden Farm & Visitor Centre	2	BUILDING
	E0502	Southfield Road Playing Fields	1	BUILDING
	A0719	Warren Farm Sports Complex	12	BUILDING
	X1218	Greenford Park Cemetery	2	BUILDING
Showers	T0801	Ealing Central Sports Ground	3	BUILDING
	E0301	North Acton Playing Fields	4	BUILDING
	E0502	Southfield Road Playing Fields	1	BUILDING
	A0719	Warren Farm Sports Complex	15	BUILDING
Chapel	X0127	Acton Cemetery	1	BUILDING
	X1218	Greenford Park Cemetery	1	BUILDING

APPENDIX 11**Registerable Works on the London Borough of Ealing's
Highway Network**

The Contractor is advised of the following and shall be deemed to have included in his Tender rates for compliance with all the following and all notifications to the Highway Authority of the London Borough of Ealing where the same impacts on the Contractors delivery of and/or the provision of the Service throughout the Contract Area.

- (a) All activities that involve the breaking up or resurfacing of any street
- (b) All activities that involve the opening of a carriageway or cycleway of traffic sensitive streets at traffic sensitive times
- (c) All activities that require the use of any form of temporary traffic control as defined in the Code of Practice for Safety at Street Works and Road Works
- (d) All activities that reduce the number of lanes available on a carriageway of three or more lanes.
- (e) All activities that requires the use of a temporary traffic regulations order or notice or the suspension of pedestrian crossing facilities
- (f) All activities that require a reduction in the width of the existing carriageway of a traffic sensitive street at a traffic sensitive times,
- (g) Pole testing which involves excavation and any reinstatement following pole testing whether it involves any of the above criteria or not.

APPENDIX 12

Traffic Sensitive Roads

ROAD	POST CODE	USRN	SECTION OF STREET	TRAFFIC SENSITIVE PEAK HOURS 07:30-09:30 & 15:30-19:00
ACTON LANE	CHISWICK	20600011	ALL	PEAK HOURS MON - FRI
ACTON LANE	PARK ROYAL	20600014	ALL	PEAK HOURS MON - FRI
ACTON LANE	ACTON	20602068	ALL	PEAK HOURS MON - FRI
ARGYLE ROAD	WEST EALING	20602281	ALL	PEAK HOURS MON - FRI
ARGYLE ROAD	PERIVALE	20602325	ALL	PEAK HOURS MON - FRI
BEACONSFIELD ROAD	CHISWICK	20600132	SOUTH PARADE - ACTON LANE	PEAK HOURS MON - FRI
BILTON ROAD	PERIVALE	20600173	HORSENDEN LANE SOUTH - MANOR FARM	PEAK HOURS MON - FRI
BOLLO LANE	CHISWICK	20602187	ALL	PEAK HOURS MON - FRI
BOLLO LANE	ACTON	20602188	ALL	PEAK HOURS MON - FRI
BOND STREET	EALING	20600206	ALL	PEAK HOURS MON - FRI
BOSTON ROAD	HANWELL	20602241	ALL	PEAK HOURS MON - FRI
BROADWAY	WEST EALING	20600261	ALL	PEAK HOURS MON - FRI
BROADWAY	HANWELL	20600262	ALL	PEAK HOURS MON - FRI
CASTLEBAR HILL	EALING	20600332	ALL	PEAK HOURS MON - FRI
CASTLEBAR ROAD	EALING	20600335	ALL	PEAK HOURS MON - FRI
CHURCH ROAD	NORTHOLT	20600386	MANDEVILLE ROAD	PEAK HOURS MON - FRI
CHURCHFIELD ROAD	ACTON	20600392	ALL	PEAK HOURS MON - FRI
DRAYTON GREEN ROAD	WEST EALING	20602212	ALL	PEAK HOURS MON - FRI
EALING GREEN	EALING	20602439	HIGH STREET WEBSTER GARDENS	PEAK HOURS MON - FRI
EAST ACTON LANE	ACTON	20602069	THE VALE - OLD OAK ROAD	PEAK HOURS MON - FRI
GORDON ROAD	EALING	20602039	ALL	PEAK HOURS MON - FRI
GORDON ROAD	WEST EALING	20602040	ALL	PEAK HOURS MON - FRI

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ROAD	POST CODE	USRN	SECTION OF STREET	TRAFFIC SENSITIVE
				PEAK HOURS 07:30-09:30 & 15:30-19:00
GREENFORD ROAD	SOUTHALL	20602352	ALL	PEAK HOURS MON - FRI
GREENFORD ROAD	GREENFORD	20602353	WHITTON AVENUE EAST TO SUDBURY HILL	PEAK HOURS MON - FRI
GUNNERSBURY LANE	ACTON	20600795	GUNNERSBURY AVENUE - HIGH STREET	PEAK HOURS MON - FRI
HANGER LANE	EALING	20602048	BOROUGH BOUNDARY - GYRATORY	PEAK HOURS MON - FRI
HAVEN GREEN	EALING	20600845	ALL	PEAK HOURS MON - FRI
HIGH STREET	EALING	20600880	NEW BROADWAY - EALING GREEN	PEAK HOURS MON - FRI 9.00AM - 7.00 PM - SAT
HIGH STREET	SOUTHALL	20602250	LADY MARGARET ROAD - PARK VIEW ROAD	PEAK HOURS MON - FRI
HIGH STREET	ACTON	20602317	GUNNERSBURY LANE - RAIL BRIDGE	PEAK HOURS MON - FRI
HORN LANE	ACTON	20602383	STEYNE ROAD - WESTERN AVENUE	PEAK HOURS MON - FRI
HORSENDEN LANE SOUTH	PERIVALE	20600917	TEIGNMOUTH GARDENS - BILTON ROAD	PEAK HOURS MON - FRI
KENT GARDENS	WEST EALING	20600974	SCOTCH COMMON - CASTLEBAR HILL	PEAK HOURS MON - FRI
LADY MARGARET ROAD	SOUTHALL	20601009	ALL	PEAK HOURS MON - FRI
LARDEN ROAD	ACTON	20601024	THE VALE - VALETTA ROAD	PEAK HOURS MON - FRI
LEAMINGTON PARK	ACTON	20601039	WESTERN AVENUE - HORN LANE	PEAK HOURS MON - FRI
LITTLE EALING LANE	EALING	20601069	WINDMILL ROAD - SOUTH EALING ROAD	PEAK HOURS MON - FRI
LOWER BOSTON ROAD	HANWELL	20601090	UXBRIDGE ROAD - BOSTON ROAD	PEAK HOURS MON - FRI

APPENDIX 12

ROAD	POST CODE	USRN	SECTION OF STREET	TRAFFIC SENSITIVE
				PEAK HOURS 07:30-09:30 & 15:30-19:00
MADELEY ROAD	EALING	20601107	HAVEN GREEN - HANGER LANE	PEAK HOURS MON - FRI
MANDEVILLE ROAD	NORTHOLT	20601113	CHURCH ROAD - WOOD END LANE	PEAK HOURS MON - FRI
MERRICK ROAD	SOUTHALL	20601169	NORWOOD ROAD - SOUTH ROAD	PEAK HOURS MON - FRI
NEW BROADWAY	EALING	20601231	LONGFIELD AVENUE - SPRINGBRIDGE ROAD	PEAK HOURS MON - FRI 9.00 - 9.00PM SAT
NORTHFIELD AVENUE	EALING	20602213	RAIL BRIDGE - WINDMILL ROAD	PEAK HOURS MON - FRI
NORTHFIELD AVENUE	WEST EALING	20602214	UXBRIDGE ROAD - RAIL BRIDGE	PEAK HOURS MON - FRI
NORWOOD ROAD	SOUTHALL	20602330	BOROUGH BOUNDARY - MERRICK ROAD	PEAK HOURS MON - FRI
OLD OAK COMMON LANE	PARK ROYAL	20602201	ALL	PEAK HOURS MON - FRI
OLD OAK LANE	PARK ROYAL	20601301	ATLAS ROAD - STATION APPROACH	PEAK HOURS MON - FRI
PETT'S HILL	NOR	20601373	ALL	PEAK HOURS MON - FRI
PITSHANGER LANE	EALING	20601378	ALL	PEAK HOURS MON - FRI
POPES LANE	EALING	20602411	ALL	PEAK HOURS MON - FRI
RUISLIP ROAD	NORTHOLT	20602098	ALL	PEAK HOURS MON - FRI
RUISLIP ROAD	GREENFORD	20602431	ALL	PEAK HOURS MON - FRI
RUISLIP ROAD EAST	HANWELL	20602093	ALL	PEAK HOURS MON - FRI
RUISLIP ROAD EAST	WEST EALING	20602094	ALL	PEAK HOURS MON - FRI
RUISLIP ROAD EAST	GREENFORD	20602095	ALL	PEAK HOURS MON - FRI
SCOTCH COMMON	WEST EALING	20601518	ALL	PEAK HOURS MON - FRI
SOUTH EALING ROAD	EALING	20601564	ALL	PEAK HOURS MON - FRI
SOUTH PARADE	CHISWICK	20601565	ALL	PEAK HOURS MON - FRI

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ROAD	POST CODE	USRN	SECTION OF STREET	TRAFFIC SENSITIVE
				PEAK HOURS 07:30-09:30 & 15:30-19:00
SOUTH ROAD	SOUTHALL	20601567	ALL	PEAK HOURS MON - FRI
SPRINGBRIDGE ROAD	EALING	20601579	ALL	PEAK HOURS MON - FRI
ST MARYS ROAD	EALING	20601608	ALL	PEAK HOURS MON - FRI
STATION ROAD	PARK ROYAL	20601636	ALL	PEAK HOURS MON - FRI
STEYNE ROAD	ACTON	20601642	ALL	PEAK HOURS MON - FRI
TEIGNMOUTH GARDENS	PERIVALE	20602185	ALL	PEAK HOURS MON - FRI
TENTELOW LANE	SOUTHALL	20601705	ALL	PEAK HOURS MON - FRI
THE BROADWAY	EALING	20601712	ALL	PEAK HOURS MON - SAT
THE BROADWAY	SOUTHALL	20602249	ALL	PEAK HOURS MON - SAT 9.00AM - 9.00PM - SUN
THE BROADWAY	GREENFORD	20602432	ALL	PEAK HOURS MON - FRI
THE MALL	EALING	20601737	ALL	PEAK HOURS MON - FRI 9.00AM - 7.00PM - SAT
THE VALE	ACTON	20602316	ALL	PEAK HOURS MON - FRI 9.00AM - 7.00PM SAT
UXBRIDGE ROAD	WEST EALING	20602315	ALL	PEAKS HOURS MON - FRI
UXBRIDGE ROAD	ACTON	20602318	ALL	PEAKS HOURS MON - FRI
UXBRIDGE ROAD	HANWELL	20602323	ALL	PEAKS HOURS MON - FRI
UXBRIDGE ROAD	EALING	20602194	ALL	PEAKS HOURS MON - FRI
UXBRIDGE THE	SOUTHALL	20602324	ALL	PEAKS HOURS MON - FRI
VICTORIA ROAD	ACTON	20602199	ALL	PEAK HOURS MON - FRI
VICTORIA ROAD	PARK ROYAL	20602200	ALL	PEAK HOURS MON - FRI
WALES FARM ROAD	ACTON	20601823	ALL	PEAK HOURS MON - FRI
WESTERN ROAD	SOUTHALL	20601875	ALL	PEAK HOURS MON - FRI
WHITTON AVENUE EAST	GREENFORD	20601898	ALL	PEAK HOURS MON - FRI
WHITTON AVENUE WEST	GREENFORD	20601899	ALL	PEAK HOURS MON - FRI

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ROAD	POST CODE	USRN	SECTION OF STREET	TRAFFIC SENSITIVE
				PEAK HOURS 07:30-09:30 & 15:30-19:00
WHITTON AVENUE WEST	NORTHOLT	20602462	ALL	PEAK HOURS MON - FRI
WINCHESTER STREET	ACTON	20601918	ALL	PEAK HOURS MON - FRI
WINDMILL LANE	SOUTHALL	20601925	ALL	PEAK HOURS MON - FRI
YEADING LANE	NORTHOLT	20601974	ALL	PEAK HOURS MON - FRI



STREET CLEANSING SPECIFICATION

1. INTRODUCTION

Overview and Service Objectives

- 1.1. Street Cleansing is a Council Priority at Ealing. This Contract is predominantly input based, with cleansing frequencies and cleansing days clearly set out in the specification, which strongly link with the waste and recycling collection services.

Future Service Development

- 1.2. During the lifetime of the Contract, the Council may wish to introduce certain service developments and the Contractor shall work with the Council to ensure their successful introduction. These may include, but are not limited to, those set out in 1.3, 1.4 and 1.5 below.

Street Cleansing and the Sorting of Recyclables

- 1.3. The Council may require the Contractor to separate Recyclables from the Street Cleansing Waste stream. For the avoidance of doubt, this is not intended to mean the Contractor sorting through Litter bins or sacks of Waste, but rather diverting discarded stacked newspapers and loose cans and bottles that frequently arise in volume at a number of street and/or open space locations. The Contractor would be required to place Recyclables in specified plastic sacks, in Neighbourhood Recycling Sites on the highway or on housing estates for collection, ensuring that the lids of any Recycling container into which Street Cleansing derived Recyclables are placed are left closed and/or locked where a locking mechanism is present.

The Introduction of Chewing Gum and Cigarette Bins

- 1.4. The Council currently provides Cigarette Bins in the lids of some Litter bins across the Contract Area. The Contractor should however, be aware that the Introduction of a Chewing Gum and Cigarette Bin service could be implemented during the Contract Period. The Council requires a rate for the supply, installation and servicing of these containers and this shall be priced for by the Contractor in the Pricing Schedule.

The Introduction of on-street “Recycle on the Go” recycling facilities

- 1.5. The Council currently provides 32 commuter bins, at 20 sites in the Contract Area (this service is described elsewhere in this specification). If “Recycle-on-the-Go” is rolled out across Ealing during the Contract term, the Contractor shall be required to provide and service, a Container for the co-mingled collection of paper, cardboard, cans, glass and plastic bottles at each of the 20 sites. The Contractor may also, or instead, be required to provide and service up to 40 Containers for the co-mingled collection of paper, cardboard, cans,

glass and plastic bottles at 20 sites in parks as part of the “Recycle-on-the-Go” service.

2. THE STREET CLEANSING SERVICE

The Scope of the Street Cleansing Services

- 2.1 The Contractor shall provide the following Services in a safe, clean, tidy, co-ordinated, nuisance free and courteous manner. The Contractor shall:-
- a) Maintain the cleanliness of the streets and other locations in accordance with the requirements of this Specification, including for example the reporting of Fly-Posting.
 - b) Empty and maintain all Litter bins, specified Recycling bins, Gum and Cigarette Bins and associated liners.
 - c) Treat weeds with approved herbicides, maintaining all relevant land in a weed-free condition.
 - d) Provide street and other Cleansing and Recycling services in respect of special events.
 - e) Maintain in a clean condition the areas in the Contract Area that are used for market trading.
 - f) Provide an accident and Emergency response service throughout the Borough twenty four (24) hours per day, including the removal of dead animals, on-street Clinical Waste and other spillages.
 - g) Remove Fly Tips and segregate WEEE.
 - h) Carry out National Indicator (NI195) (or other agreed similar indicator) surveys through an approved independent third party.
 - i) Ensure efficient co-ordination of the Cleansing service with the Waste and Recycling collection service plus interface and work co-operatively with other related services and operations including but not limited to grounds maintenance, enforcement functions, on-street parking, highways maintenance, graffiti removal and gulley cleansing.

Standards

- 2.2 The standards set out in this Specification are designed to supplement but not replace the "Code of Practice on Litter and Refuse" (COPLAR) made under Section 89 (7) of the Environmental Protection Act 1990 ("the EPA Code").
- 2.3 There are several classifications of roads detailed in the Specification at clause 2.8. Blue roads are the most high profile roads in the Contract Area and the Specification imposes higher standards on the Contractor than those set out in the EPA Code.
- 2.4 For the avoidance of doubt, Grades A, B, C and D are based on those set out in COPLAR and broadly correspond to the four main grades used in NI195 surveys and the Local Environmental Quality Survey of England (LEQSE).

Christmas Period Working

- 2.5 All routine Cleansing operations including those in the Zone One roads shall cease at 20.00 hours on 24 December and re-commence at 06.00 hours on 27 December. During this period (i.e. from 20.00 hours on 24 December until 06.00 hours on 27 December) the Contractor shall Cleanse (including servicing Litter bins) all Zone One roads once, before 12.00, per day; and also service once per day all Litter bins in all other Zones as per the Specification. This service requirement shall be the same for 1st January between the hours of 06.00 and 20.00. For clarity, the period between these days and restarting on 2nd January shall operate as normal as per the Specification.
- 2.6a DEEP CLEANSING REQUIREMENT applies to Zones One to Seven, Housing Estates, Car Parks, TFL Roads, Bring Sites and Rural Roads. Deep Street Cleansing means "cleaning the entire surface, including grass verges, lay-bys, traffic islands (only if safe to do so) and planters placed on the street (only if safe to do so), to achieve Grade A by means of manual and/or mechanical sweeping, litter picking or vacuum operated means or any combination of these; this includes the removal of litter, detritus, debris, loose chippings, excreta, vomit and other body fluids, broken glass, weed and other plant growth (dead or alive), leaf fall, blossom, dead animals and any other matter or deposit whatsoever up to 3m³ in bulk, advertising cards in telephone kiosks; it also includes removing litter from street furniture such as salt bins and planters; it also includes the area within a 2m reach of the public highway (excluding private domestic properties)."
- 2.6b STANDARD CLEANSING REQUIREMENT applies to Zones One to Seven. Housing Estates, Car Parks, TFL Roads, Bring Sites and Rural Roads. Standard Street Cleansing means; "the removal of all litter, excreta, vomit and other body fluids, broken glass, dead animals and any other matter or deposit whatsoever up to 3m³ in bulk, advertising cards in telephone kiosks; it also includes removing Litter from street furniture such as salt bins and planters; it also includes the area within a 2m reach of the public highway (excluding private domestic properties)."

2.7 Wraparounds

The Contractor shall cleanse, as and when required, an agreed amount of adopted highway that adjoins Zone One and Zone Two streets and paths. The overall number of side streets where wraparounds apply across the contract area is 669. This shall be apportioned accordingly between 0km and 30km per side street depending on the requirement. The details will be shown within the street cleansing schedules.

Days of Cleansing

- 2.8 The Contractor shall implement Street Cleansing in accordance with the requirements of this Specification and/or such other instructions issued to the Contractor by the Supervising Officer.

Table 1

Frequency	Times	Coloured Zone
Zone One; Primary Retail or Transport Hub	Cleanse twice per day, 7 days per week	1
Zone Two; Secondary Retail, Transport Hub or Very Busy Road	Cleanse before 17.00 hours, 7 days per week	2
Zone Three; Busy Roads, Schools or Heavy Footfall,	Standard Cleanse once every week , Deep Cleanse four times per year	3
Zone Four; Residential Roads, Paths or Subways,	Standard Cleanse a minimum of every two weeks or when required, Deep Cleanse four times per year	4
Zone Five; Residential Roads, Paths or Subways	Cleanse a minimum of every three weeks or when required, Deep Cleanse four times per year	5
Zone Six; Warehouse Industrial Roads	Standard Cleanse once every week, Deep Cleanse once every eight weeks	6
Zone Seven, gated, Adopted Alleyways	By Request	7
Housing Estates; various frequencies	Standard Cleanse weekly, Deep Cleanse once every four weeks	Housing Estates -----
Street Bins in Zone One to Five, TFL and Car Parks	Empty before 17.00, 7 days per week	Street Bins
TFL Trunk Roads	Footway only Cleansed traffic management required for slips and traffic islands, Standard Cleanse weekly, Deep Cleanse once every four weeks	TFL
1 X Daily Neighbourhood Bring Recycling Sites	Cleanse before 17.00, 7 days per week	Bring Sites
Car Parks	Standard Cleanse weekly, Deep Cleanse once every four weeks	Car Parks
Rural Roads	Deep Cleanse every 4 weeks	Rural

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- 2.9 The Contractor shall achieve the standards of Street Cleansing as detailed in Table 1 for the road classifications specified. The Supervising Officer shall review zones and frequencies annually and any adjustments shall be paid for in accordance with the Tender rates.
- 2.10 The Contractor shall achieve Grade A after each scheduled Cleanse for all roads. In the event that the Contractor fails to achieve Grade A as a result of the scheduled Cleanse, the Contractor shall when so instructed by the Supervising Officer, and/or upon discovery through self-monitoring, restore the street or other location to Grade A within the times shown in Table 2. The Contractor shall comply with the time limits to restore the street or other location to Grade A standard specified in Table 2 from the time that the Contractor becomes aware of and/or where the Contractor is notified by the Supervising Officer that the standard of any street or other location has not reached Grade A following scheduled Cleansing.

Table 2 Scheduled Cleansing Rectification SLA

Road Classification	Required Grade after Cleansing	Lower Grade Condition	Response Time to Restore to Required Grade
Zone One	A	B C D	1 hour
Zone Two, Street Bins, Bring Sites	A	B C D	4 hours
Zones Three to Six, Car Parks, Housing Estates, TFL	A	B C D	1 Working Day
Zone Seven, Rural Roads	A	B C D	5 Working Days

Zone One

- 2.11 The Contractor shall Cleanse Zone One roads twice per day seven days a week, including English Bank Holidays but excluding Christmas Period Working which shall operate as specified in paragraph 2.5. The Contractor shall attain Grade A by 08.00 hours each day and carry out a further cleanse between 15.00 and 20.00. During the period 08.00 and 17.00 daily all Street Bins shall be maintained at under 75% capacity and any flytipping, street cleansing arisings shall be removed within one hour of being deposited. Zone One roads will be cleansed to a combination of Standard Cleanse and Deep Cleanse specification.

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- 2.12 The Contractor shall maintain to the same specification any adopted roads or paths running from Zone One streets, at a specified distance, depending on local conditions, by agreement between the Supervising Officer and the Contractor.

Zone Two

- 2.13 The Contractor shall Cleanse all Zone Two roads once per day before 17.00 hours, seven days a week, including English Bank Holidays but excluding Christmas Period Working which shall operate as specified in paragraph 2.5. The Contractor shall maintain to the same specification any adopted roads or paths running from Zone Two streets, at a specified distance, depending on local conditions, by agreement between the Supervising Officer and the Contractor.

Zone Two roads will be cleansed to a combination of Standard Cleanse and Deep Cleanse specification.

- 2.14 In addition to Clause 2.13 the Contractor shall ensure that all Street bins located on Zone Two roads are emptied at the time of Cleansing before 17.00 hours.

Zone Three

- 2.15 The Contractor shall inspect all Zone Three roads Standard Cleansed once per week, Deep Cleansed four times per year. Zone Three roads will be cleansed to a combination of Standard Cleanse and Deep Cleanse specification.

Zone Four

- 2.16 The Contractor shall Standard Cleanse all Zone Four roads, paths, subways etc. once every two weeks, Deep Cleansed four times per year. However should any of the items classed as Zone Four be identified as to have fallen to E.P.A. Grade C (Litter and Refuse) and the next scheduled cleanse is more than five (5) working days away the Contractor shall make arrangements to bring the affected area back to E.P.A Grade A (Litter and Refuse) within Five (5) working days. . Where conditions have fallen to E.P.A Grade D (Litter and Refuse) the Contractor shall make arrangement to have those roads brought back to E.P.A Grade A (Litter and Refuse) within one (1) working day. Zone Four roads will be cleansed to a combination of Standard Cleanse and Deep Cleanse specification, at a minimum of once every three (3) weeks.

Zone Five

- 2.16a The Contractor shall Standard Cleanse all Zone Five roads, paths, subways etc. once every three weeks, Deep Cleansed four times per year. However should any of the items classed as Zone Five be identified as to have fallen to E.P.A. Grade C (Litter and Refuse) and the next scheduled cleanse is more than five (5) working days away the Contractor shall make arrangements to bring the affected area back to E.P.A Grade A (Litter and Refuse) within Five

(5) working days. . Where conditions have fallen to E.P.A Grade D (Litter and Refuse) the Contractor shall make arrangement to have those roads brought back to E.P.A Grade A (Litter and Refuse) within one (1) working day.. Zone Five roads will be cleansed to a combination of Standard Cleanse and Deep Cleanse specification.

Zone Six

- 2.16b The Contractor shall Deep Cleanse all roads once every four weeks and carry out a Standard Cleanse on the three weeks in between. The Contractor shall note that roads classified as Zone Five (Warehouse and Industry) should be cleansed at a time where vehicle parking is at a minimum to optimise access.

2.16c Zone Seven

The Contractor shall Deep Cleanse all Gated, Adopted Alleyways on request as agreed with the Supervising Officer. The Contractor should proactively seek access to Zone Seven items in advance of works to facilitate weed spraying, by maintaining a current list of keyholders.

Housing Estates

- 2.17 The Contractor shall Cleanse Housing Estates (excluding buildings, Public Highway and private gardens) at the frequency specified in the cleansing schedules to a combination of Standard Cleanse and Deep Cleanse specification.
- 2.18 The Contractor is reminded that the Cleansing of the areas detailed in paragraph 2.17 shall include the removal of all items up to 3m³ in bulk.

TFL Trunk Roads

- 2.19 The Contractor shall Deep Cleanse the nearside footway of TFL trunk roads once every four weeks and carry out a Standard Cleanse on the three weeks in between.
- 2.20 For all other parts of Brown roads (e.g. on/off slips, roundabouts and central reservation including pedestrian refuges) the Contractor shall Cleanse these once per calendar month and the Contractor shall be deemed to have included in his Tender rates for the appropriate management of traffic and pedestrians in accordance with Chapter 8 of the Traffic Signs Manual to ensure safe and efficient working.

Neighbourhood Recycling Sites

- 2.21 As described in Table 1 the Contractor shall Cleanse the entire area of Neighbourhood Bring Recycling Sites, plus two (2) linear metres in all directions daily by 17.00 hours. This shall include the servicing of any Litter bins located at Neighbourhood Recycling Sites.

Car Parks

- 2.22 The Contractor shall Standard Cleanse public car parks weekly, Deep Cleanse every four weeks.
- 2.23 During the Contract Period, there may be car parks constructed and others removed and/or changes made to the existing Cleansing frequencies. The Contractor shall be paid for the Cleansing of any new car parks varied in to the Contract at the rates and prices submitted in his Tender and/or as agreed by the Supervising Officer.

Rural Roads

- 2.24 The Contractor shall Deep Cleanse all Rural roads once every four weeks and the Contractor shall be deemed to have included in his Tender rates for the appropriate management of traffic and pedestrians in accordance with Chapter 8 of the Traffic Signs Manual to ensure safe and efficient working.

Other Locations

- 2.25 The Cleansing of paths, subways, and a two (2) linear metre area in all directions around Neighbourhood Recycling Sites are included in the Schedules and shall be Cleansed according to the frequency required by the Zone attributed to them.

Bagged Street Cleansing Waste

- 2.26 All Waste arising from Street Cleansing activities shall be transported to an approved location (Disposal Point) prior to collection by the Contractor and the arisings shall be placed and contained in identifiable plastic sacks of a type, approved by the Supervising Officer.
- 2.27 The Contractor shall provide the Supervising Officer with a list of his proposed Disposal Points and the Supervising Officer shall consider and agree approved Disposal Points at locations throughout the Contract Area. The Supervising Officer's decision on this matter shall be final and the objective is to keep Town Centres and priority routes free from bagged Street Cleansing Waste. The Contractor shall ensure that no bagged Street Cleansing Waste shall be left within fifty (50) metres of any Neighbourhood Recycling Site anywhere within the Contract Area.
- 2.28 The Contractor shall, unless otherwise instructed by the Supervising Officer, ensure that any bagged Street Cleansing Waste or Recyclables (including Street bin arisings) are collected from the approved Disposal Point as follows:-
- Zone One roads within one (1) hour of the time it was deposited;
 - All other locations within four (4) hours of the time it was deposited and in any case before 17.00 on the day in which it was deposited.

Fly Posting and Graffiti

- 2.29 The Contractor shall notify the Supervising Officer of the presence of Fly Posting or Graffiti on Litter bins, liners or Neighbourhood Recycling Sites. The Contractor shall not be required to remove Fly Posting or Graffiti as this shall be undertaken by the Council's Graffiti and Fly Posting removal contractor.

Temporary Homeless Persons

- 2.30 The Contractor shall notify the Supervising Officer when temporary homeless persons are discovered living rough on the streets or in Green areas and other public open spaces throughout the Contract Area. The Contractor shall Cleanse the street or other location with the exception of that area occupied by the temporary homeless person.
- 2.31 The Contractor shall report to the Supervising Officer within three hours of discovery of temporary homeless person to enable the Supervising Officer to liaise with the Metropolitan Police and/or other agencies to arrange for the area concerned to be vacated. The Contractor shall then revisit the area and Cleanse as Scheduled.
- 2.32 The Contractor shall within three hours of an instruction from the Supervising Officer, thoroughly wash with clean hot water and disinfectant any street, subway, street furniture or Container, which has been occupied or used by a temporary homeless person. Unless the Supervising Officer directs the Contractor to work in any area still occupied by such persons with the assistance of the Metropolitan Police or other relevant agencies, the Contractor shall not Cleanse, wash or disinfect any street, street furniture or Container until a temporary homeless person has left or has been removed from the vicinity.

The Manual Removal of Weeds

- 2.34 The Contractor shall in addition to the approved Weed Control Service manually remove weeds as part of the normal Cleansing Schedule to ensure that there is a clear delineation between the footway and adjacent verge or grass area or up to walls or buildings, including where these are part of the Public Highway, forecourt or shops as well as Cleansing under and behind railings, fencing, bus shelters, cable boxes, Street bins and other street furniture. The Contractor shall remove any weeds as part of the normal Cleansing Schedule.

Leaf Fall

- 2.35 The Contractor shall provide a Leafing Plan to the Supervising Officer by 1st August each year throughout the Contract Period. The Leafing Plan shall include but shall not be limited to, the Contractors proposed methods of working, when and where additional staff, vehicles and any equipment shall be deployed by the Contractor during the peak season for leaf fall. The peak leaf fall season shall be the period between 1st October and 30th November

inclusive, but subject to climatic conditions this period may vary but shall be for a period of not less than 6 calendar weeks. The exact resource employed for leafing shall be agreed between the Supervising Officer and The Contractor each year and the costs shall be charged at the Dayworks Rates in the Contract. The Supervising Officer shall provide reasonable notice to the Contractor should any changes to the Leafing Plan be required and the Contractor shall amend the Leafing Plan accordingly.

- 2.36 The Contractor may leave any bagged leaf fall within the approved sacks on streets for collection but shall in any event collect those sacks within no more than one (1) hour on Zone One roads and for all other roads, by 17.00 on the following day. The Contractor shall not leave sacks of leaf fall arisings within fifty (50) metres of any Neighbourhood Recycling Sites anywhere within the Borough.
- 2.37 The Contractor shall note that the Council's contract with the West London Waste Authority imposes restrictions on the type and degree of acceptable contamination in respect of organic garden Waste and leaf arisings intended for composting rather than landfill. The West London Waste Authority shall also only accept leaf arisings originating from the public highway or housing estates for composting if they are delivered either loose e.g. not compacted and in a single load or alternatively, bagged up in biodegradable sacks approved by the Supervising Officer. Leaf arisings delivered to an approved Disposal Site in sacks of a type not approved by the Supervising Officer shall not be accepted by the West London Waste Authority and/or other approved Disposal Site.
- 2.38 The Council's contract with the West London Waste Authority for Garden Waste (which includes leaf arisings) states that Garden Waste shall not be contaminated by any foreign body, and the term "foreign body" shall include, but not be limited to the following:
- a. chemically impregnated fencing and posts;
 - b. painted materials;
 - c. oils and petrochemical substances;
 - d. plastic;
 - e. glass;
 - f. metal;
 - g. stones;
 - h. brick;
 - i. soil;
 - j. Clinical (e.g. needles);
 - k. general Waste; or
 - l. catering Waste, including kitchen Waste.

On-street Parking

- 2.39 The Contractor is advised that the Borough is subject to high numbers of vehicles which park on the streets and other locations throughout the Contract Area. The Contractor shall be deemed to have familiarised itself with the impact this shall have on the Contractor's implementation of the Contract and the

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Contractor shall be deemed to have included for all such eventualities in his Tender rates.

- 2.40 The Contractor may be able to use a system of signs and notices, approved by the Supervising Officer, in order to reduce the impact of parked vehicles and to facilitate Street Cleansing. The Contractor may not vary the system of signs and notices without the prior written approval of the Supervising Officer. The Contractor shall be deemed to have made due allowance in his Tender rates for the production or distribution of notices or any other Incidental activities that the Contractor carries out in order to enable Street Cleansing to take place in accordance with the requirements of this Specification.
- 2.41 Section 21 of the Greater London Council (General Powers) Act, 1974 allows for the Contractor to make arrangements to clear heavily parked streets of vehicles to assist Cleansing operations. Should the Contractor wish to use this legislation, it shall require the Supervising Officer's approval one normal working week prior to implementing a scheduled Cleanse using the Act. The Supervising Officer shall agree the method of communicating the use of the Act to residents affected by it and the Contractor shall be responsible for all resident notification requirements in order to implement the scheduled Cleanse.

Vehicles

- 2.42 The Supervising Officer reserves the right to restrict the use of certain types of the Contractors vehicles and plant at both locations and/or at specific times. No vehicle or plant used by the Contractor for Street Cleansing shall be used on any newly laid footway within one month of the footway being laid. The commencement and completion of resurfacing of such surfaces shall be notified by the Supervising Officer to the Contractor. The Contractor shall not use mechanical sweepers weighing more than two tonnes on any footway unless otherwise agreed by the Supervising Officer. The specific streets with width restrictions are detailed in Schedule 26, while roads with narrow access are detailed in Schedule 16.

Animal Fouling

- 2.43 The Contractor shall ensure that animal fouling, including all partial remains, is removed at every street Cleanse or when requested by the Supervising Officer within a one (1) hour response time as part of the Emergency Cleansing Service. The Contractor shall report details to the Supervising Officer of locations where they discover animal fouling to be unusually prevalent.

Street Bins

- 2.44 All Street bins shall be serviced according to the standard or frequency of the Zone in which they are located, with the exception of Street bins located in Zone

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Three to Five and TFL Roads which shall be serviced every day each week (7 days) and by 17.00 hours..

- 2.45 In addition to standard Litter bins, the Contract Area contains a variety of specialised Litter bins, including, but not limited to:-
- a) Litter bins for Recyclables
 - b) Gum/Cigarette Bins
- 2.46 All Litter bins and/or specialist Litter bins are detailed in Schedule 12. There are currently no dedicated gum and cigarette bins (although some Litter bins have integrated Cigarette end receptacles, which the Contractor shall empty at the same time as the Litter bin compartment). The Contractor is advised that it is likely that the number of Litter bins for Litter and Recyclables shall increase during the course of the Contract Period.
- 2.47 The Council is proposing to introduce dedicated Litter bins for chewing gum, cigarettes and dedicated Recycling bins for Recyclables during the Contract Period and shall require the Contractor to service these Litter and Recycling bins at a frequency to be determined by the Supervising Officer.
- 2.48 The Contractor shall ensure that all Waste collected in the course of emptying Litter bins and specialised Litter bins is immediately contained and secured to prevent spillage onto any location within the Contract Area. The Contractor shall ensure that every Litter bin and specialised Litter bin and associated liner (where present) is emptied at every attendance and the Contractor shall ensure that any spillage or Waste found within a two (2) linear metre radius of the Litter bin and/or specialised Litter bin (including chewing gum) shall be Cleansed to Grade A standard at that time.
- 2.49 The Contractor shall ensure that Litter and Recyclables found in the space between the liner and the base, and between the liner and the sides of Litter and Recycling bins shall be removed. Similarly the Contractor shall ensure that gum and cigarette Litter in the space between the liner and base and sides of the corresponding specialised Litter bin shall be removed.
- 2.50 After emptying any Litter bin and/or specialised Litter bin the Contractor shall ensure that, where present, the associated liner is fully inserted and seated into the Litter bin and/or specialised Litter bin correctly so that it does not protrude above the Litter bin rim. Where Litter bins and specialised Litter bins do not have a separate liner the Contractor shall ensure that a new plastic sack, of a type approved by the Supervising Officer, shall be inserted after every emptying.
- 2.51 The Contractor shall ensure that Litter bins and specialised Litter bins with an integral locking device shall be fully locked after emptying so that the Litter bin door is completely shut. In the case of Litter bins and specialised Litter bins without locks the Contractor shall ensure that the Litter bins are securely replaced into position after emptying. In all cases any Litter bin lids, hoods and/or doors shall be securely closed after emptying.

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- 2.52 The Contractor shall be issued with one set of keys for all Litter bins and specialised Litter bins, which shall be returned to the Council at the end of the Contract Period. Lost keys shall be replaced by the Contractor at his own expense. In the event that any Litter bin lid, hood and/or locking mechanism is found to be defective the Contractor shall report this to the Supervising Officer who shall instruct the Contractor accordingly. Any work required shall be paid for in accordance with Daywork Rates. The Contractor shall be required to retain a stock of parts for the repair of Litter bins.
- 2.53 The Contractor shall ensure that when Litter bins or specialised Litter bins have become damaged or detached from their original mounting position (e.g. following a vehicle impact or accident) to the extent that any securing bolts or other fastenings attaching the Litter bins and specialised Litter bins to the street or other location have become exposed and represent a trip or other hazard, they are reported to the Supervising Officer immediately. In the event that a lamp-post mounted Gum and/or Cigarette bin is accidentally knocked away from its position by persons unknown or if it is removed by the Contractor for another reason, the Contractor shall ensure that any protruding bolts or other fastening devices attaching the bin to the lamp-post are removed within one (1) hour of the Incident being reported (or at the time of removal if the Contractor is responsible for detaching the Litter bin).
- 2.54 The Contractor is advised that Litter bins and specialised Litter bins may be of various sizes and designs and, subject to notification by the Supervising Officer, may be changed in size, design, location or quantity during the Contract Period.

The Management and Maintenance of Street Bins

- 2.55 The Contractor shall notify the Supervising Officer when the stock of Litter bins, specialised Litter bins or Litter bin liners falls below ten (10) of each item. Upon notification by the Supervising Officer the Contractor shall raise a Purchase Order for replacement stock and instruct the Contractor to place an order, detailing the type and number of Litter bins, specialised Litter bins and/or liners to be ordered.
- 2.56 The Supervising Officer shall specify the type of Litter bin, specialised Litter bins and Litter bin liners which the Contractor shall purchase from a supplier approved by the Supervising Officer. The Contractor shall record details of Litter bins, specialised Litter bins and Litter bin liners purchased and shall be reimbursed for these costs on an open book basis.
- 2.57 The Contractor shall ensure that each Litter bin, and specialised Litter bin and associated Litter bin liner is thoroughly cleaned inside and out once per year using water and a cleaning agent approved by the Supervising Officer. If additional cleans are required, the Contractor shall report to the Supervising Officer who shall instruct the Contractor accordingly. Any additional cleans shall be paid for by the Supervising Officer in accordance with the submitted Tender rates for this item.

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- 2.58 The Contractor shall ensure when carrying out the washing of Litter bins and specialised Litter bins and Litter bin liners, that any drainage holes in the Litter bins, specialised Litter bins and associated liners (where present) are clear and free running.
- 2.59 The Contractor shall notify the Supervising Officer of any Litter bin and/or specialised Litter bin and/or Litter bin liner that in its reasonable opinion have reached the end of their useful life and/or are damaged, missing, displaced or where liners are missing. The Supervising Officer may inspect the Litter bins and specialised Litter bins and advise the Contractor of the appropriate action to be taken. In the event that the Supervising Officer instructs the Contractor to dispose of the Litter bin and/or specialised Litter bin, the Contractor shall endeavour to ensure that any Litter bins and/or specialised Litter bins and/or Litter bin liners are recycled.
- 2.60 The Supervising Officer shall notify the Contractor when the Contractor is required to replace an existing Litter bin and/or specialised Litter bin that is worn out through fair wear and tear. If so instructed by the Supervising Officer the Contractor shall, within three (3) Working Days, deliver the new Litter bin and/or specialised Litter bin to the location specified and remove the existing Litter bin and/or specialised Litter bin for Recycling or disposal as instructed by the Supervising Officer.
- 2.61 In the event that the Contractor loses, damages or destroys a Litter bin, specialised Litter bin or Litter bin liner during the collection process the Contractor shall notify the Supervising Officer immediately on the day the loss, damage or destruction took place. The Contractor shall replace any lost, damaged or destroyed reusable Litter bins, specialised Litter bins or Litter bin liners within twenty four (24) hours of the event taking place and shall notify the Supervising Officer when the replacement has been made. The Contractor shall be responsible for the cost of the replacement of all reusable Litter bins, specialised Litter bins and Litter bin liners damaged during the collection process.
- 2.62 In the event that the Supervising Officer decides to change the style, type or livery of Litter bins and/or specialised Litter bins and/or Litter bin liners, the Contractor shall place these at the locations specified by the Supervising Officer. Any Litter bins and/or specialised Litter bins and associated Litter bin liners which no longer conform to the new livery, style or type as directed by the Supervising Officer should be removed by the Contractor and they shall be transported to a location which the Supervising Officer shall specify, for storage, Recycling or disposal as appropriate.
- 2.63 The Supervising Officer may decide to increase the number of additional Litter bins and/or specialised Litter bins and the additional Litter bins and/or specialised Litter bins shall be sited, emptied, cleaned and maintained by the Contractor in accordance with this Specification.
- 2.64 Litter bins and/or specialised Litter bins shall be removed, replaced or sited within three (3) Working Days of the Contractor receiving written instruction

from the Supervising Officer. The Supervising Officer shall consider the provision of Litter and/or Recycling bins for any additional sites proposed by the Contractor.

- 2.65 In the event that the Supervising Officer receives a request from the Police to remove or cover a Litter bin and/or specialised Litter bin or any other Waste Container within the scope of this Contract, the Contractor shall arrange for the Litter bin and/or specialised Litter bin or other Container to be removed immediately. If the request is made directly to the Contractor, then the Contractor shall notify the Supervising Officer who shall instruct the Contractor how to proceed. The Contractor shall record the removal or replacement or covering of Litter bins and/or specialised Litter bins and shall provide the details to the Supervising Officer.
- 2.66 The Contractor may be required to fix stickers approved by the Supervising Officer to Litter bins and/or specialised Litter bins or other type of Waste and/or Recycling container. The cost of this work shall be paid to the Contractor in accordance with Daywork Rates.

Weed Control Service

- 2.67 The Contractor shall treat weeds on streets, hard standing areas, paths and other locations throughout the Contract Area using approved herbicides and in accordance with the Code of Practice for Using Plant Protection Products (The Code) and in accordance with the requirements of this Specification.
- 2.68 The areas that detail where weed treatment shall be implemented are detailed in the plan 'Street Cleansing Categories by Frequency'.
- 2.69 The Contractor shall prepare an Annual Weed Treatment Programme, which shall be reviewed annually by the Supervising Officer and the Contractor during December on a date to be agreed each year by the Contractor and the Supervising Officer.
- 2.70 The Annual Weed Treatment Programme shall detail when the Contractor intends to treat weeds on streets, hard standing areas, paths and other locations throughout the Contract Area. The Supervising Officer shall treat the Annual Weed Treatment Programme as a guide and understands that carrying out weed treatment is dependent on the weather and that it shall not always be possible to carry out weed treatment at a pre-determined day or time.
- 2.71 The Annual Weed Treatment Programme shall include a description of the work relating to the proposed application of the herbicide and indicating:
- a) the areas where the herbicide shall be applied;
 - b) a schedule of weed treatment work;
 - c) the herbicide to be used, with dilution rates and outline application quantities;
 - d) the method of application;
 - e) the equipment to be used in applying the herbicide;

- f) the arrangements for the training of the Contractor's Staff;
- g) how the Contractor proposes to comply with the Control of Substances Hazardous to Health Regulations 2002 (or any modifications or re-enactments thereof) in relation to the chemical(s) used.

- 2.72 In the event of the Supervising Officer requesting adjustments to the proposed Annual Weed Treatment Programme he shall inform the Contractor who shall make the necessary alterations to the proposal and resubmit the Annual Weed Treatment Programme. Weed Treatment shall not commence until the Annual Weed Treatment Programme is approved by the Supervising Officer.
- 2.73 The Contractor shall take particular care when timing the application of any herbicide in areas of high pedestrian movement. The Contractor shall only treat these areas at times, which avoid disruptions and risks to members of the public. The Contractor shall consult with the Supervising Officer about the Contractor's proposals for timing of any works. In the event that the Supervising Officer considers that the time is inappropriate, the Contractor shall carry out the application at the times indicated by the Supervising Officer.

The Standard of Weed Control

- 2.74 Following the treatment of weeds the Contractor shall achieve the removal of 95% of all weeds per linear metre and/or square metre of street and/or other area treated and shall ensure that no weeds above five (5) centimetres high or wide remain within six (6) weeks of the herbicide treatment having taken place.
- 2.75 The Supervising Officer shall take into account the effects of the weather conditions and temperature on the speed of action of the herbicide when monitoring the results achieved. The Supervising Officer shall allow a maximum of six (6) weeks after treatment for the required standards to be reached before carrying out inspections.
- 2.76 The Supervising Officer recognises that the application of non residual herbicides means that weeds may still germinate following the application of the approved herbicide. However re-growth and the recovery of weeds that were not completely killed by the treatment and/or weed germination after herbicide application shall be unacceptable and notwithstanding, the Contractor shall fulfil his obligations under the definition of Cleanse, which requires all areas covered by the Specification to be maintained in a substantially weed free condition.

The Timing of the Applications

- 2.77 The Contractor shall complete each herbicide application within a four calendar week period. The Contractor shall carry out three herbicide applications at different times of the year throughout the Contract Period as set out in below.
- **First herbicide application (Spring): April or May**
 - **Second herbicide application (late Spring/early Summer) June/July**
 - **Third herbicide application (Summer): August**

- **Fourth herbicide application (Autumn): September or October**

- 2.78 The Contractor shall carry out the third herbicide application as late in the year as reasonably possible to ensure that the majority of weed seed has germinated, thus ensuring a substantially weed free Contract Area. If the Contractor is unable to complete the herbicide application within this time period because of unsuitable weather conditions the Contractor shall notify the Supervising Officer in writing at the earliest opportunity indicating the time lost and proposals for completing the herbicide treatment.
- 2.79 The Contractor shall consult with the Supervising Officer about the Contractor's proposals for the timing of the work. In the event that the Supervising Officer considers that the time is inappropriate, the Contractor shall carry out the herbicide application at the times indicated by the Supervising Officer.
- 2.80 The Contractor shall ensure that all herbicides used throughout the Contract Area are stored, handled, mixed and disposed of in accordance with the manufacturer's recommendations and The Code and the Contractor's approved Annual Weed Treatment Programme. The Contractor shall also maintain written records of all applications implemented throughout the Contract, detailing the Operational Site, product used, date, time, method of application, the Contractor's employees and application rate, and shall make these details immediately available to the Supervising Officer upon request.

The Method of Herbicide Application

- 2.81 The Contractor shall submit his proposed herbicide application proposals to the Supervising Officer prior to commencing any herbicide application and as part of the Annual Weed Treatment Programme. The Contractor shall satisfy himself that his herbicide application proposals are suitable for the locations throughout the Contract Area and shall be deemed to have included for this in his submitted Tender rates.
- 2.82 The Contractor shall notify the Supervising Officer in which streets or parts of streets and in what areas the various types of herbicide application equipment are to be used before starting the herbicide application.
- 2.83 The Contractor shall treat all streets, including around street furniture, as follows:-
- a) stone paving footways for their full width;
 - b) continuous bituminous paving shall be to the back edges joints and cracks only;
 - c) kerbs and channels in a fifty (50) centimetre swathe to ensure weeds growing in channels and kerbs are treated.
- 2.84 The Contractor shall be responsible for any injury or damage caused during the progress of the work, including damage or injury to other persons or their property. The Contractor shall at his own expense replace any damaged

shrubs, herbaceous or other plant life other than weeds or any contaminated soil within fourteen days of notification by the Supervising Officer.

- 2.85 The Contractor may be required to carry out additional work in areas of the Council's premises. The Contractor shall only carry out such works at the discretion and direction of the Supervising Officer. The Contractor shall be paid for the additional works in accordance with the submitted Tender rate for this item.

Assisting With Enforcement

- 2.86 In support of the Council's Enforcement Strategy, the Supervising Officer may from time to time require the Contractor to examine and retain for a reasonable period of time Waste collected as part of the Scheduled Cleansing in order to provide evidence of origin to assist enforcement action by the Supervising Officer. Such information shall be provided to the Supervising Officer within 24 hours of being requested in order that the necessary procedures and legal action can be taken by the Supervising Officer against the potential offenders. The Supervising Officer may also require Commercial Waste from other than the Council's customers to be left uncollected to allow enforcement action to take place by the Supervising Officer and then for such Waste to be subsequently collected by the Contractor. Such operations shall be planned with the Contractor in advance. Payment for this service shall be made to the Contractor in accordance with Daywork Rates.

Fly Tip Removal

- 2.87 Fly Tips of up to 3m³ found by the Contractor during Scheduled Cleansing shall be collected by the Contractor and removed by the Contractor to an approved Disposal Site, ensuring that items of WEEE are separated from other Waste collected.
- 2.88 The Contractor shall remove all Fly Tips from streets and other locations throughout the Contract Area. The Supervising Officer may notify the Contractor at any time on any day during the Contract Period of the location of any Fly Tip and the Contractor shall collect and remove any Fly Tip to an approved Disposal Site within a maximum of one working day of being notified. The Contractor shall take a photograph to evidence the material and location of the Fly Tip prior to and following the removal of the Fly Tip. The removal of a Fly Tip but not a Fly Tip removed by the Contractor in accordance with paragraph 2.87 shall be paid for in accordance with the Schedule of Rates. The Contractor shall supply a report to the Supervising Officer within twenty four (24) hours of removing any Fly Tip detailing the nature of the material of which the Fly Tip comprised and the location of the Fly Tip.
- 2.89 In the event that the Contractor believes that there is a problem with persistent Fly Tipping at a particular location then the Contractor shall take a photograph of the Fly Tip that shows the date, time, quantity and its location such that the location can be identified. The Contractor shall provide the details of the Fly Tip and photograph to the Supervising Officer.

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- 2.90 The Contractor shall report to the Supervising Officer immediately upon discovery of any deposit of Waste on any street or other location which in the opinion of the Contractor, would be designated by the Supervising Officer as a Fly Tip.
- 2.91 The Working hours for reported flytip removal are 06.00 hours to 22.00 hours Monday to Friday. Flytips upto 3m³ on Zone One and Zone Two transects shall still be collected seven (7) days per week as part of scheduled cleansing

Special Events Service

- 2.92 The Contractor shall provide Street Cleansing, Waste and Recycling collection services, as required by the Supervising Officer, to provide for the requirements before, during and after special events held throughout the Contract Area. For guidance purposes only the Contractor is advised that events held throughout the Contract Area comprise: carnivals, festivals, shows and sports events. The main events which occur on an annual basis are detailed in Schedule 9. The Contractor shall be paid for this work in accordance with the Tender rates.
- 2.93 The Supervising Officer shall as soon as reasonably practicable after receipt of the notification of the proposed special event supply to the Contractor details of the date, time and route or location of the special event; and set out any specific requirements for the provision of and the time when the Contractor shall provide the services. Upon receipt of notification from the Supervising Officer the Contractor shall confirm both receipt of the notification and also that the additional work can be carried out without affecting his other obligations under the terms of this Contract. The Contractor shall be paid for any additional work in accordance with the Tender rates.
- 2.94 All Cleansing shall be carried out to Grade A as defined under COPLAR and as detailed in Clause 2.6. The Contractor shall be required to Cleanse the streets and other streets/locations used in connection with a special event immediately prior to the special event and within three hours of the termination (which shall be notified by the Supervising Officer to the Contractor). The Contractor shall provide empty and clean additional Litter bins or other Containers for Waste as directed by the Supervising Officer.
- 2.95 In respect of some special events, the Contractor shall as instructed by the Supervising Officer remove all Waste within a designated special event area, including for the avoidance of doubt, bagged Waste outside premises which have a private contractor Waste collection contract.
- 2.96 The Contractor shall when required by the Supervising Officer provide and undertake the emptying, removal, temporary storage, and replacement of Litter bins and associated Litter bin liners, and other Recycling and/or Waste Containers. The Contractor may be required to provide additional services as directed by the Supervising Officer including the application of sand to street locations and the removal and replacement of street furniture, Litter bin

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management and the provision of collections for Recyclables, Waste collections and Street Cleansing.

- 2.97 The special event service shall include but not be limited to the provision of continuous Cleansing, Street Washing and/or the collection of Recyclables during and/or after a special event. The Contractor shall note however that in providing this service, the emphasis shall be on recovering the maximum tonnages of Waste for the purposes of Recycling and not simply the collection of Waste for the purposes of disposal. Where Recyclables are discovered in significant quantities the Contractor shall collect these so that they can be recycled and the Contractor shall as instructed by the Supervising Officer put the materials into Neighbourhood Recycling Sites specially situated for the special event or retained by the Contractor and delivered separately to an approved Disposal Site for Recycling.

Street Washing

- 2.98 This service is provisional and will be implemented as and when required by the Supervising Officer.
- 2.99 The Contractor shall undertake street washing using an approved vehicle and by approved manual methods in order to Cleanse the carriageway, market streets, other streets and footways.
- .
- 2.100 The Contractor shall note that some of the highways throughout the Contract Area are subject to heavy pedestrian use, particularly around transport hubs and during the peak times of 07.00 to 09.00 and 16.00 to 18.00. The street washing of these areas shall only be implemented by the Contractor in a manner that does not compromise public safety and/or convenience.
- 2.101 The Contractor shall only implement street washing when the streets to be washed are free from Litter. If at the commencement of a street washing operation, any street is not free from Litter the Contractor shall immediately Cleanse the street to remove Litter and only then shall the Contractor implement the street washing operation.

Street Market Cleansing

- 2.118 The Contractor is advised that Street Markets are held at two locations within the Contract Area, and shall be deemed to have allowed for the following Street Market requirements in his submitted Tender rates for scheduled Cleansing :-
- a) Acton Market is in a Zone One road, and on Market Days the Contractor shall ensure that Grade A Cleansing is achieved by 08.00.

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- b) West Ealing Farmers' Market is in a Zone Two road, and the Contractor shall ensure that Grade A Cleansing is achieved by 08.00 on Market Day (normally a Saturday) and the Contractor shall return after 14.00 and carry out a further cleanse, in line with Zone One specification.

2.119 The Contractor is advised that in addition to the market locations detailed above, the immediate area surrounding the market may be subject to increased Littering as a result of increased pedestrian footfall. The Contractor shall be deemed to have allowed for this eventuality in his submitted Tender rates.

2.120 The Contractor shall Cleanse streets or parts of streets throughout the Contract Area that are used for Street Markets during both the Street Markets hours of operation and following their closure. Notwithstanding the responsibilities of street traders to Cleanse their market area at the close of trading, the Contractor shall in addition to the Cleansing of the area by the street trader, Cleanse the trading area, the surrounding area and the headway of all adjoining streets for a length of thirty (30) linear metres. All the aforementioned areas shall be returned to Grade A by the Contractor before 21.00 the same day. The Contractor shall be deemed to have included for this in his submitted Tender rates.

2.121 The Contractor is advised that additional markets are held from time to time in shopping areas in the main town centres of the Contract Area. The Contractor is advised that the standard and operation as detailed in clause 2.120 shall apply and shall be implemented by the Contractor. The Contractor shall be paid for this work in accordance with Daywork Rates.

2.122 At the Street Markets the Contractor shall:-

- provide the Street Cleansing service during any trading period for each Street Market;
- ensure all Headways off all streets adjoining Street Markets for thirty (30) linear metres are Cleansed, and washed at the same time as the Street Cleansing service is being provided;
- include for the collection and removal of all Waste and Litter discarded or deposited by traders and/or shops either before, during or after the trading period ensuring collection and/or removal does not cause undue interference to members of the public or street traders;
- immediately following the end of any trading period, Cleanse and return the street to Grade A unless otherwise instructed by the Supervising Officer; and
- street wash all areas ensuring that any excess water is removed and/or distributed evenly over the footway and/or highway.

2.123 The Contractor shall during and after the Street Market trading period collect all cardboard from Street Markets and/or commercial premises that have a commercial Waste contract with the Council. The Contractor shall Recycle all the cardboard collected and shall not mix any other Waste with the cardboard collected for Recycling.

Emergency Response: Service Objective

- 2.124 The Contractor shall be required to provide an efficient, effective and prompt twenty four (24) hours per day Emergency Response service throughout the Contract Period. The Contractor shall be paid for any work as instructed by the Supervising Officer in accordance with the submitted Tender rates.

Incidents

- 2.125 The Contractor shall attend an Incident within one (1) hour when so instructed by the Supervising Officer or directly when contacted by the Metropolitan Police. The Contractor shall attend the scene of the Incident and provide appropriate services to deal with the debris and/or liquid spillage and/or to provide lamps or barriers as appropriate and as directed. The Contractor shall be required to fully liaise with the Emergency Services, Departments of the Council and any and all statutory undertakings during the attendance at an Incident and during the provision of the Emergency Response service.
- 2.126 The Contractor shall be required to implement a range of activities in order to implement the Emergency Response Service. The Supervising Officer shall specify the services that the Supervising Officer requires of the Contractor to implement in connection with an Incident, together with the time scale for the performance of the service. The Contractor shall implement all the actions required to deal with the Incident within the timescales detailed by the Supervising Officer.
- 2.127 The Contractor shall clear any substance that has been used at an Incident to soak up any liquid spillage whether the substance has been provided and spread by the Contractor and/or by a third party. The Contractor shall use only substances approved by the Supervising Officer to soak up diesel, petrol and/or oil or similar liquid discharged onto a street. For the avoidance of doubt the Contractor shall be required to provide sharp sand, and other materials that shall be used to soak up diesel, petrol, oil, paint, blood and/or body fluids and such materials shall form part of the Contractors provision of consumables.
- 2.128 The Contractor shall deploy sufficient staff, equipment and vehicles to adequately perform the service and to comply fully with the Supervising Officer's requirements.
- 2.129 All locations at which the service has been provided shall, after an Incident has been dealt with by the Contractor, be returned to Grade B within two (2) hours of the Incident close. Where the Contractor is stopped from performing the service due to surface damage, the presence of Emergency service vehicles and/or other issues outside the Contractor's control then the Contractor shall report to the Supervising Officer who shall instruct the Contractor accordingly.
- 2.130 The Supervising Officer shall in his absolute discretion determine whether any situation constitutes an Incident, where and how an Incident shall be dealt with

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and the duration of any tasks deemed by the Supervising Officer to be necessary to deal with an Incident. The Contractor shall co-operate fully with the Supervising Officer and the Council's Emergency Plan.

- 2.131 Notwithstanding and without prejudice to the Contractor's obligations to provide the services, the Contractor shall in an Emergency at any location in the Borough if directed to do so by the Supervising Officer forthwith divert and make available staff, vehicles, and equipment used in the provision of the services in order to remedy or assist fellow contractors or any other agency in countering the effects of, or to deal with, the Incident and shall do so in any way directed by the Supervising Officer. Such Contractors staff, vehicles and/or equipment shall continue to be diverted or deployed until the Supervising Officer instructs the Contractor that the diversion or deployment is no longer necessary.

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- 2.132 The Contractor shall deploy in the provision of this service sufficient staff, and/or equipment and vehicles to comply fully with the Supervising Officer's requirements. In the event that the Contractor is required to engage additional staff, vehicles, or equipment to those currently used in the provision of the services, then, the Supervising Officer shall reimburse the Contractor for the reasonable and necessary additional costs incurred by the Contractor provided that the full details of such additional costs are provided to the Supervising Officer.
- 2.133 Prior to engaging any additional staff, vehicles, or equipment the Contractor shall obtain the approval of the Supervising Officer and shall in its request for such approval provide its best estimate of the cost of engaging such additional staff, vehicles or equipment.
- 2.134 Upon receipt of the Supervising Officer's instruction, the Contractor shall return the Contractor's staff, vehicles, and equipment to the implementation of the provision of the Services when an Emergency has been concluded and shall implement all the works necessary to return the provision of the Services to the required Specification.

Emergency Service Reports

- 2.135 The Contractor shall provide a full written report of the Emergency Service provided to the Supervising Officer within twenty (24) hours of the completion of an Emergency. Such report shall include but without limitation; the location and nature of the Incident and/or Emergency, number and status of staff engaged and the numbers, types of vehicles, equipment and consumables used.

Dead Animals and Clinical Waste Street Cleansing

- 2.136 As part of the Emergency Response service the Contractor shall be required to provide a dead animal and on street Clinical Waste Street Cleansing service and to collect and transport dead animals and Clinical Waste from sites throughout the Contract Area in a safe, clean, tidy and nuisance free manner.
- 2.137 The Contractor shall ensure that all employees carrying out the dead animal and/or on-street Clinical Waste Street Cleansing service are suitably equipped to deal with the effective and safe removal of needles and/or syringes throughout the Contract Area. The Contractor shall arrange for the immediate removal and deposit of such needles and/or syringes into a sharps box conforming to BS 7320 and arrange for its immediate safe disposal.
- 2.138 In the event that the Contractor discovers needles and/or syringes, then the Contractor shall remain at the site until the Clinical Waste is removed in order to ensure that members of the public do not come in to contact with the Clinical Waste.

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- 2.139 The Contractor shall deal with all dead animals collected in a manner such as not to unduly distress customers or members of the public. Dead animals taken from a road shall in the first instance be taken to the Contractor's depot, scanned for the presence of a microchip in the case of domestic animals and placed in a freezer for a period of up to five (5) working days. It shall be the Contractor's responsibility to provide the freezer facility; and to make it available for other Departments of the Council to deposit dead animals; and to arrange for its emptying and transportation to an appropriate Disposal Site.
- 2.140 The Contractor shall report the details of each instance of a dead animal found on a street and/or amongst Waste or Recyclables subsequently collected by the Contractor together with any dead animal collected within twenty four (24) hours to the Supervising Officer , such reports shall include the following:-
- **Date, day, time and location of collection;**
 - **Type of animal collected and a brief description;**
 - **Details of any information contained on any collar or name tag or micro chip; and**
 - **Time of delivery from the location to the Disposal Site.**
- 2.141 The Council does not offer a service for the removal of pets from residents of the Borough. However, from time to time the Council does receive calls from customers requesting the removal of dead wild animals from their property and also pet animals that are not owned by the customer but may have died on their property. In such cases and upon instruction by the Supervising Officer the Contractor shall remove the animals from the premises as if they were dead animals found on the street.

The Stock Control Service

- 2.142 The Contractor shall provide the Stock Control and consumables service in accordance with the Supervising Officers specified Stock Control procedure and in accordance with the Material requirement details specified in 2.55.
- 2.143 If after the commencement date of the Contract the Contractor wishes to change the Stock Control procedure, it shall obtain the prior written approval of the Supervising Officer. In the event of the Contractor receiving the Supervising Officers approval of the Contractor's proposed changes the Contractor shall provide where appropriate or necessary a revised Stock Control procedure which shall take effect from the date agreed by the Supervising Officer.
- 2.144 In the event that after the commencement date of the Contract the Supervising Officer acting reasonably wishes to add to delete from or in any other way change the Stock Control procedure the Contractor shall having received a reasonable period of notice prepare a revised Stock Control procedure for approval by the Supervising Officer. The Supervising Officer shall as soon as reasonably practicable after receipt of the revised Stock Control procedure indicate to the Contractor any changes the Supervising Officer requires to the Stock Control procedure and the Contractor shall implement the changes immediately.

3. GENERAL REQUIREMENTS

Hours of Operation

- 3.1 The Contractor shall implement the Services within the following time periods unless otherwise detailed in the Specification and/or as instructed by the Supervising Officer.

Street Cleansing

- **06.00 to 22.00 for Cleansing in Blue roads**
- **00.00 to 23.59 for Cleansing in Brown roads**
- **07.00 to 17.00 hours for all other Street Cleansing**

Bank Holiday Working

- 3.2 A reduced Street Cleansing Service shall be implemented by the Contractor during the Christmas period as detailed in paragraph 2.5. The Contractor shall ensure that all the Scheduled Street Cleansing Services are implemented during all other working weeks that contain English Bank Holidays in accordance with the Contractor's Programme of Work.

Disposal Site

- 3.3 The Contractor shall, unless otherwise detailed in this Specification and/or as instructed by the Supervising Officer, deliver Waste arising from Street Cleansing to the following:
- a) West London Waste Authority site at Transport Avenue;
 - b) Any other Waste transfer station or facility as directed by the West London Waste Authority and/or any other Waste transfer station or facility as directed by the Supervising Officer.
- 3.4 All Waste collected shall be deposited in an approved Waste collection vehicle and transported to one of the approved Disposal Sites on the same day as the collection day
- 3.5 In the event of any approved Disposal Site being closed, or for any other reason, the Supervising Officer may instruct the Contractor to use an alternative approved Disposal Site.
- 3.6 No additional payment shall be made unless the alternative Disposal Site is greater than ten (10) kilometres from the Borough boundary and the Council shall only pay the Contractor for the additional transportation costs for the distance over and above ten (10) kilometres from the Borough boundary.

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- 3.7 The Contractor shall ensure that all site procedures, including health and safety codes of practice, are complied with at each approved Disposal Site.
- 3.8 The Supervising Officer shall meet the fees and charges for the disposal, Recycling, composting and treatment of Waste which the Contractor delivers to the approved Disposal Site in accordance with the Contract.
- 3.9 The Contractor shall note that vehicles often have to queue to use the approved Disposal Site. Such queues might involve a considerable loss of time and the Contractor shall be deemed to have allowed for such loss of time in its submitted Tender rates. The Contractor shall not be entitled to any additional payment for time spent waiting to use the approved Disposal Site.

Gates and Doors

- 3.10 At the Contract Commencement Date the Contractor shall be provided with keys, and where appropriate fobs for electronically-controlled doors, for all gates, doors and barriers that shall require access in order to undertake the requirements of the Specification. The Contractor shall ensure all gates, doors and barriers are closed and locked as appropriate once the Service requirements have been implemented.
- 3.11 Where the Contractor is required to hold access keys, fobs and padlocks for service roads, entry gates, bin chambers, depots in order to enable the Services to be provided, the Contractor shall ensure that his staff are made aware of the security and safety implications of such a system. The Contractor shall be required to sign for all keys, fobs and padlocks that are issued to him during the Contract Period and for returning such keys, fobs and padlocks to the Council at the end of the Contract Period.
- 3.12 The Contractor shall bear the cost of the replacement of any such keys, fobs and padlocks that are lost or damaged and of any reasonable security measures implemented as a result of such loss including without limitation the replacement of locks.
- 3.13 The Contractor shall, wherever practicable have copies of keys cut and stored within the Contractor's Office to allow for service recovery and to arrange replacement keys when lost within twenty four hours. All copies of keys shall be returned to the Council at the end of the Contract Period.
- 3.14 The Contractor shall, thirty (30) days prior to the Commencement Date, submit for the approval of the Supervising Officer a 'key control procedure' for the management of all keys, fobs and security devices used to gain access to collection areas which the Contractor shall implement within thirty days of the Commencement Date.

Lost Property

- 3.15 Any item of property not considered to be Waste found by the Contractor shall be handed in to the nearest Metropolitan Police Station (after first reporting it to the Supervising Officer) within twelve (12) hours of being found.
- 3.16 The Contractor shall ensure that a record is kept of all items of property found and showing details of the location of the find, the nature of the property and the police station to which it was taken and any relevant police report number or police officer's number. Such record shall be made available to the Supervising Officer within twenty four (24) hours of a request for such information.

Hazardous Waste

- 3.17 The Contractor shall not collect hazardous Waste, save as directed and/or instructed by the Supervising Officer in the event of an Emergency. Upon discovery the Contractor shall immediately report the occurrence to the Supervising Officer who shall arrange for the safe collection and disposal of the hazardous Waste, using a specialist contractor.

Changes to the Service

- 3.18 The Supervising Officer may require changes to the Street Cleansing Schedule detailed in Table 1. The extent of the notice period and the manner of the notification shall be as directed by the Supervising Officer and the notification to residents and/or customers shall be implemented by the Contractor. No changes to the Street Cleaning Schedule shall take place until all affected residents and/or customers have received prior notification.

The Sorting of Waste

- 3.19 The Council is occasionally required by the police, or other public services, or in response to requests from residents and/or customers to deliver Recyclables and/or Waste to designated areas for sorting or searching for evidence, or by residents and/or customers to sift through Recyclables and/or Waste in order to locate lost valuables and other items.
- 3.20 The Contractor shall as directed by the Metropolitan Police and/or the Supervising Officer:-
- a) deliver Recyclables or Waste to such areas as may be required by the Metropolitan Police and/or Supervising Officer for the purpose of sorting;
 - b) provide sufficient staff to sort through Recyclables or Waste;
 - c) collect (including sweeping up and loading into a Waste collection vehicle);
- 3.21 The Contractor shall be paid for this work in accordance with the submitted Daywork Rates.

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3.22 The Contractor shall provide the following information to the Supervising Officer no later than 10.30 on the following working day (unless a different timescale is specified) for:

- a) locations of streets or other locations where it was not possible to complete Scheduled Street Cleansing;
- b) any address at which reusable containers, Litter bins, specialised Litter bins or Litter bin liners have been damaged, or have been found to be damaged, together with a brief description of the damage and explanation of the damage where appropriate;
- c) any address at which Litter bins, specialised Litter bins or Litter bin liners have been removed by the Contractor
- d) any damage to any property, premises, highway or street furniture together with a brief description of the damage and an explanation of the damage;
- e) any other information as reasonably required by the Supervising Officer.

3.23 The Contractor shall be required to provide the Supervising Officer with Weighbridge tickets, for Waste arising from Street Cleansing, on each day services are provided, and in a format approved by the Supervising Officer.

Democratic and Community Engagement

3.24 The duty of Best Value is one that is, above all, a duty owed to local people. Where reasonably required by the Supervising Officer the Contractor shall work collaboratively with the Council to promote the services and engage positively with Elected Members, Borough resident and tenant groups, and local community organisations on the performance of the services and their delivery. This shall include, but not be limited to, requests to:-

- a) attend Council Committee meetings;
- b) attend relevant Council meetings to present and answer questions annually on their Operational Plan;
- c) attend public meetings;
- d) meet with residents and tenants associations;
- e) meet with special interest and user groups plus local organisations e.g. the Chamber of Commerce; and
- f) participate in campaigns and events to promote the Councils services

Water Hydrants

3.25 The Contractors use of water hydrants for the delivery of the Services shall only be carried out in accordance with a procedure to be agreed with the Supervising Officer prior to the Commencement Date. All water hydrants shall be turned off completely after use and the covering plate properly re-seated using only tools appropriate for the purpose. The Contractor shall comply with all licensing arrangements and shall provide copies of such licenses to the Supervising Officer.

Inclement Weather

- 3.26 If, in the opinion of the Supervising Officer, the weather on any particular day or part of a day is so inclement as to make work impractical, then the Supervising Officer reserves the right to suspend the Contractors implementation of part and/or the whole of the Services detailed in the Specification for that day or part of a day. If the Supervising Officer suspends the implementation of the Services, then the Contractor shall immediately make his resources available to the Supervising Officer for the implementation of other work. Such other work could include, but is not limited to, the clearance of snow and ice or the collection of storm debris.
- 3.27 Following the Supervising Officer's suspension and subsequent approval for the recommencement of the Contractors implementation of Scheduled Street Cleansing detailed in the Specification the Contractor shall carry out Cleansing as soon as possible thereafter and shall unless agreed otherwise by the Supervising Officer restore all the Street Cleansing to the specified standard on the next Scheduled Street Cleansing day as detailed in Table 1. No additional payment shall be made to the Contractor by the Supervising Officer in respect of any additional expense the Contractor may incur in complying with this Clause.
- 3.28 The Supervising Officer may consider a request from the Contractor to suspend the Service as a result of inclement weather. If the Supervising Officer shall not approve a request to suspend services by the Contractor then the performance of the Services shall not be suspended and the Supervising Officer's decision shall be final. Should the Supervising Officer agree to the Contractors request to suspend the Service as a result of inclement weather, then following the Supervising Officers approval for the recommencement of the Contractors implementation of the Services detailed in the Specification the Contractor shall carry out Cleansing as soon as possible thereafter and shall unless agreed otherwise by the Supervising Officer restore all the Street Cleansing to the specified standard on the next Scheduled Street Cleansing day as detailed in Table . No additional payment shall be made to the Contractor by the Supervising Officer in respect of any additional expense the Contractor may incur in complying with this Clause.
- 3.29 The Supervising Officer may require the Contractor to deploy the Contractor's resource that has been released from routine Cleansing as a result of the suspension of the Service on other work, such other work shall be as specified to the Contractor by the Supervising Officer. Unless agreed otherwise by the Supervising Officer, no additional payment shall be made to the Contractor by the Supervising Officer in respect of any additional expense the Contractor may incur in complying with this Clause.

Service	Item	Description	KPI Measure	Service Failure Points 1-3
General	Performance Reporting	Daily, Weekly, Monthly & Quarterly reports	Daily by 5pm; Weekly by 12pm Monthly by 1st Monday; Monthly within 5 working days; Quarterly within two weeks of period ending	1 point per missed report
General	Health and Safety Breaches/Reporting Safety inc. "Close Calls"	Monthly Report	Monthly within 5 working days;	1 point per missed report
General	PPE	Failure by an on-duty staff member to wear the appropriate PPE	None (per calendar month)	1 point per breach
General	Complaints administration	Failure to acknowledge and respond within SLA	Four working days to acknowledge and ten working days to respond (90% target)	1 point per breach (80-90%) 2 points (60-80%) 3 points (below 60%) per calendar month
General	Special events	Liaising with event organisers to provide an operation	Failure to carry out a notified event service	2 points
General	Failure to deliver containers in stock within SLA	Deliver containers subject to an upper limit of 50 per day (from year 2)	Five working days	2 points
Collections	Number of justified missed collections by property AWC and Food	Missed collections via 98k by property	Over 160 Over 180 Over 200 (per week)	1 point 2 points 3 points
Collections	Number of justified Weekly Missed Collections by property (FAS, Red Route)	Missed collections via 10k by property	Over 20 Over 30 Over 50 (per week)	1 point 2 points 3 points
Collections	Number of justified Missed Communal Refuse collections by site	Missed collections by site	Over 10 Over 20 Over 30 (per week)	1 point 2 points 3 points
Collections	Number of justified Missed Communal Recycling collections by site, inc. Food waste	Missed collections by site	Over 5 Over 10 Over 15 (per week)	1 point 2 points 3 points

Collections	Number of justified missed Garden Waste Collections by property	Missed collections by subscriber	Over 10 Over 15 Over 20 (by fortnight)	1 point 2 points 3 points
Collections	Number of missed Commercial collections by site inc. LBE sites	Bags and bins	Over 5 Over 10 Over 15 (per week)	1 point 2 points 3 points
Collections	Number of repeat missed collection	Miss 3 or more justified collections in a calendar month (any commodity) by property or site	Over 5 Over 10 Over 15 (per month)	1 point 2 points 3 points
Collections	Number of reissued missed collections	Reissued twice or more following the original report, justified.	1 or more 5 or more 10 or more (per week)	1 point 2 points 3 points
Collections	Container deliveries	Failure to deliver (in stock) containers within SLA (five working days after notification)	5 or more 10 or more 20 or more (per week)	1 point 2 points 3 points
Collections	Container collections	Failure to collect a container within SLA (five working days after notification)	2 or more 5 or more 10 or more (per Week)	1 point 2 points 3 points
Collections	Broken containers	Number of containers broken by contractor's staff or vehicle whilst performing the services	40 or more 60 or more 80 or more (per week)	1 point 2 points 3 points
Collections	Container return	Number of containers either not returned or incorrectly returned to resident's property	5 or more 10 or more 15 or more (per week)	1 point 2 points 3 points
Collections	Advisory notices	Failure by the contractor to leave an advisory notice whilst performing the services	Per occurrence	1 point
Collections	Bulky waste collections	Failure to collect on the designated day	2 or more 4 or more 7 or more (per week)	1 point 2 points 3 points
Street Cleansing	Percentage of monitored items reaching an acceptable standard after cleansing	Based on same day monitoring of scheduled work	90% (per calendar month)	3 points
Street Cleansing	Percentage of monitored items reaching an acceptable	Based on next (working) day	95% (per calendar month)	3 points

	standard after rectification	monitoring of notified rectification work		
Street Cleansing	Percentage of reported flytips removed within SLA	Based on next (working) day monitoring of notified work	90% (per calendar month)	3 points
Street Cleansing	Litterbin repair/remove/install	Works Order to install or remove or repair a street litterbin	5 working days	1 point per occurrence
Reuse and Recycling Centres/Depot	Opening hours	Failure to adhere to prescribed opening hours	2 occasions or more (per calendar month)	2 points
Reuse and Recycling Centres/Depot	Recycling targets	Diversion of waste from landfill	75% (per municipal year)	2 points
Reuse and Recycling Centres/Depot	Contamination level	At the bulking area ensure there is minimal contamination of recyclate ahead of transfer to MRF	Less than 10% (per calendar month)	3 points
Reuse and Recycling Centres/Depot	Fullness of containers	Ensure that material containers of any one type at the HWRC are not full and therefore unavailable for users of the facility to use	No more than one report (per calendar month)	2 points
Bereavement Services	Burials	Failure to provide burial services to the required specification	No more than 2 occurrences per annum	3 points
Grounds Maintenance	Grass cutting	% of items inspected as A or B grade	90% (per calendar month)	2 points
Grounds Maintenance	Bed maintenance	% of items inspected as A or B grade	90% (per calendar month)	2 points
Grounds Maintenance	Cleansing of paths	% of items inspected as A or B grade	90% (per calendar month)	2 points
Grounds Maintenance	Litter picking and bin emptying	Failure to implement litter clearance to the required specification	90% (per calendar month)	3 points
Grounds Maintenance	Play equipment	Failure to inspect playgrounds and make safe to the required specification with twenty four (24) hours of notification	No more than one occurrence (per calendar month)	3 points

Grounds Maintenance	Hedges	% of items inspected as A or B grade	90% (per calendar month)	2 points
Grounds Maintenance	Watercourses	Failure maintain lakes, ponds and watercourses to the required specification within forty-eight (48) hours of notification	No more than one occurrence (per calendar month)	1 point
Grounds Maintenance	Sports	Failure to mark out sports pitches or open a changing room for a sports booking	No more than one occurrence (per quarter)	3 points



Report for: **DECISION**

Item Number: 12 **12**

Contains Confidential or Exempt Information	No
Title	BUDGET STRATEGY AND MTFS 2020/21 TO 2022/23
Responsible Officers	Ross Brown. Chief Finance Officer
Authors	Shabana Kausar, Head of Strategic Finance
Portfolio	Councillor Bassam Mahfouz, Finance and Leisure
For Consideration By	Cabinet
Date to be considered	15 October 2019
Implementation Date if Not Called In	28 October 2019
Affected Wards	All
Area Committees	All
Keywords/Index	Budget strategy, process, savings

Purpose of Report

The budget strategy report seeks to provide an update to Cabinet of developments since the last budget strategy report in July 2019, which impact the 2020/21 budget gap.

This report sets out the updated savings target required to balance the budget for 2020/21 in the context of the 2019 Spending Review and increased demand pressures setting out the revised budget gap for 2020/21.

Due to government only announcing a one-year settlement, the report also sets out key issues faced by the Council in planning to deliver a balanced budget for beyond 2020/21.

1. Recommendations:

It is recommended that Cabinet:

- 1.1 Notes that officers will continue to prepare detailed plans and budget proposals in accordance with the Administration's priorities and financial strategy objectives (paragraph 3.1 to 3.3), taking into account emerging expenditure and funding information (section 4, 5 and 6) and the proposed approach to savings identification (paragraph 3.4 and 3.5).
- 1.2 Notes the indicative impact of 2019 Spend Review in absence of any technical release and notes that work is on-going to further refine funding assumptions (section 6).
- 1.3 Notes the intention per the 2019 Spend Review to cessate the London Business Rates Pool Pilot, effective from 2020/21 (paragraph 6.5).
- 1.4 Notes the original budget gap for 2020/21 of £19.275m and notes progress made to date (paragraph 4.3 and 6.17).
- 1.5 Notes the updated forecast budget gap of £40.819m over the three-year Medium-Term Financial Strategy period and sets a requirement to also bring forward proposals to close the forecast gap in 2021/22 onwards (paragraph 6.18 and 6.19).
- 1.6 Notes the capital investment process as set out in the report (Section 7).
- 1.7 Notes HRA Budget Strategy will be brought back for review at December 2019 Cabinet meeting (Section 8).
- 1.8 Notes the updated budget preparation timetable as set out in the report (Section 9).

2. Reason for Decision and Options Considered

- 2.1 This is an update report for Members consideration on the 2020/21 Budget and Medium-Term Financial Strategy (MTFS). It updates the MTFS assumptions for 2020/21 to 2022/23 and endorses officers to continue to prepare detailed budget proposals for Member consideration as part of the annual budget-setting cycle in line with the timetable at paragraph 9.1.
- 2.2 The overarching objective is to set an outcome-led budget in line with Future Ealing outcome principles over the medium term that is balanced and sustainable; supported by robust savings plans.

- 2.3 The Council continues to invest in services that experience significant and continued demand pressures, with prioritisation being given to the most significant vulnerable group whilst continuing to face further pressures due to significant complexity of service provision, against the backdrop of continuing declined funding; notwithstanding the indicative projected increase in funding as a result of the 2019 Spending Review.

3. Approach to Budget Setting

Delivering the Administration's Priorities

- 3.1 The budget process is priority-led; aligning the allocation of resources with the priorities of the Administration. There are three key Administration priorities for Ealing as set out covering the 2018/19 to 2021/22:

- Good, genuinely affordable homes
- Opportunities and living incomes
- A healthy and great place

- 3.2 These are supported by nine priority areas which have been agreed with local partners in health, education, policing, employment, housing, local businesses and voluntary and community organisations via the Future Ealing programme. The nine ways to make the borough better are:

- A growing economy creates jobs and opportunities for Ealing residents to reduce poverty and increase incomes
- Children and young people fulfil their potential
- Children and young people grow up safe from harm
- Residents are physically and mentally healthy, active and independent
- Ealing has an increasing supply of quality and affordable housing
- Crime is down and Ealing residents feel safe
- The borough has the smallest environmental footprint possible
- Ealing is a clean borough and a high-quality place where people want to live
- Ealing is a strong community that promotes diversity with inequality and discrimination reduced.

- 3.3 Contributing to the achievement of the above objectives and outcomes are a number of significant programmes of activity are now in delivery, notably:

- Housing Delivery Programme that along with partners have delivered 533 (21%) of the 2,500 genuinely affordable homes target
- The Better Lives programme for adult social care transformation that has contributed to stemming the increasing demand of residents in need of care through early intervention and strength based assessment,
- The Future Working programme to redevelop the Council's headquarters

delivering

housing and a more efficient operating environment for staff; and

- The Brighter Futures programme which has succeeded in sustaining a reduction in the number of looked after children, delivering better outcomes for the children concerned whilst at the same time allowing for strong financial performance (as shown by the delivery of a balanced budget in 2018/19).

2020/21 Budget Approach

3.4 The Council continues to use Future Ealing as a vehicle for delivering the 2020/21 and future years budget strategy.

3.5 The Future Ealing budget strategy contains three main strands:

a) **Future Ealing Outcomes**

Continued drive on Future Ealing outcomes and the associated savings that this approach brings. For 2020/21 in addition to the continued delivery of the existing commitments and activities specific areas of focus include;

- Genuinely Affordable Housing
- Better Lives Phase 2
- Waste Services
- Skills and Employment
- All Age Disability
- Ealing Learning Partnership
- Neighbourhoods and Sports Centres
- Council Tax Support/Discount
- Environmental Services

b) **Future Ealing Cross Cutting and Commercial**

This is an enhanced focus on cross cutting and commercial opportunities including asset useage. In part this approach looks to build upon the success of workstreams implemented and delivering in 2019/20 and in part recognising that all options and opportunities need to be pursued to ensure outcomes can be protected. For 2020/21 a heavy focus is being given to cross cutting and commercial at levels higher than those seen in previous years. Within this approach, there are four main workstreams (all with more specific sub workstreams) that will form the core of the approach, they are:

- 1) **Commercial** – a targeted approach of reviewing contracts and all new procurements supported by the Commercial Hub team. The review of charging policy will also sit as a workstream within this approach.
- 2) **Assets** – a review of all assets utilisation to ensure optimum use with a through flow into alternate asset use that can contribute to both the financial challenge and the delivery of genuinely affordable homes.
- 3) **Efficiency** – a cross council review of all back office and associated

processes not covered in previous reviews with a focus on end to end processes and use of technology to unlock savings opportunities.

- 4) **Digital** – the continued drive to make best use of the new Microsoft digital platform and reviewing all the associated processes and feeder systems and hand offs.

c) **Maximisation of Income**

Maximising the income available through Council Tax, precepting powers and from Business Rates. Details of caps and thresholds are set out in paragraph 6.14 below.

4. 2019/20 Budget and MTFS 2019/20 to 2022/23

- 4.1 The MTFS, covering the 4-year period 2019/20 to 2022/23, was approved by Cabinet and Council in February 2019. It reflects the impacts of central government funding decisions, analysis of advice and information from relevant organisations and the effects of the national and local economic context. It provides a robust financial framework to support achievement of the Council's overall objectives and delivery of services.
- 4.2 By necessity the MTFS is updated to reflect changing circumstances, updated priorities and ambitions, the latest financial situation and external factors such as Government funding settlements.
- 4.3 The tables below summarise the MTFS forecasts for 2019/20 to 2022/23 and confirms the forecast budget gap of £19.275m, £11.796m and £10.186m for the years 2020/21 onwards.

Table 1: Medium Term Financial Strategy Summary

Budget Totals	2019/20 £M	2020/21 (Forecast) £M	2021/22 (Forecast) £M	2022/23 (Forecast) £M
Total Funding	(247.708)	(241.495)	(242.885)	(244.289)
Net Budget Requirement	247.708	260.770	273.956	285.546
Transfer to/from Reserves	0.000	0.000	0.000	0.000
Net Budget Requirement after Reserves	247.708	260.770	273.956	285.546
Forecasted Budget Gap	0.000	19.275	31.071	41.257
Forecasted Budget Gap (incremental)	0.000	19.275	11.796	10.186

Source: 2019/20 Budget Strategy Report – February 2019 Cabinet

Budget Monitoring Outturn Forecast 2019/20

- 4.4 As detailed in September 2019 meeting of Cabinet (Budget Update 2019/20), at 31 July 2019 the Council were forecasting a net overspend for the year totalling £6.046m after applying management actions, grants, provisions, reserves and contingency.

General Fund Balance

- 4.5 For 2019/20 the Council's General Fund balance is at its target risk-assessed target level of £15.919m. The Chief Finance Officer, as the Council's Section 151 Officer, considers that this is adequate level given the risks the Council is facing and considering Ealing's spending history. The adequacy of reserves will continue to be reviewed annually.

Adequacy of Reserves

- 4.6 The Council also sets aside funding in reserves for specific purposes and to mitigate financial risks as part of the budget planning and monitoring process. At 31 March 2019 the Council's earmarked reserves totalled £87.523m.
- 4.7 The February 2019 MTFS was based on a forecast net requirement to drawdown £5.171m from earmarked reserves in 2019/20 to fund capital investment and carried forward commitments (before any in-year additions to reserves or requirement to use reserves to address any 2019/20 overspends). If these commitments are required in year then the overall level of reserves would reduce to £82.352m by 31 March 2020.
- 4.8 If the current forecast for 2019/20 holds true then subject to the success of actions currently being taken in year to mitigate the pressures, a further drawdown from reserves may still be necessary to balance the in-year position, which will use a significant proportion of the very limited reserves available.
- 4.9 As such, the councils needs to continue to act in a prudent manner and remove any reliance on reserves in year, and importantly, not commit to any expenditure that could expose the Council to risk that may ultimately result in further reserve commitments being required.
- 4.10 Reliance cannot be placed on reserves as a funding strategy for 2019/20 onwards. Recurring revenue savings from service areas or new income streams must be found to meet the forecast budget gap. Further reviews of reserves will be undertaken during 2019/20 as part of the MTFS process but it should be noted that no budgeting expectation on reserves should be assumed.

5. July MTFS and Budget Strategy Report

- 5.1 The Council's approach to setting the budget was set out in the Budget Strategy Report to Cabinet on 16 July 2019. It was recommended that saving proposals to cover the 2020/21 budget gap of £19.275m are identified by the end of the 2020/21 budget cycle. This target was set out to enable the Council to achieve a balanced budget position in 2020/21.
- 5.2 The sections of this report below provide an update to the budget gap position for

2020/21 and on announcements set out in the 2019 Spending Round. At the time of reporting, the specific information regarding the amounts has not yet been released.

6. October MTFS Update and Budget 2020/21

6.1 On 4 September 2019, the Chancellor of the Exchequer announced the outcome of the 2019 Spending Review. This confirmed broad public spending allocations for the next financial year. The Spending Review contained a number of policies and announcements, which are likely to have an impact on local government. In broad terms the 2019 Spending Review looks positive for local government but still creates a high degree of uncertainty of what the settlement will contain beyond 2020/21.

6.2 Significant spending pressures from demand-led services, specifically in Special Education Need (SEN), Adults service and new burdens have potential impact on the budget. Although some growth has been built into the MTFS to help alleviate some of these pressures, they continue to present a significant budget risk, particularly in respect of the demographic and contractual pressures.

6.3 As part of the continuous budget monitoring and forecasting processes, a number of key assumptions and estimates, along with known changes, are beginning to be modelled in an updated MTFS for 2020/21 onwards. Set-out below is an updated budget gap position for 2020/21, with following narrative providing an update and a feel for potential impacts.

Government Funding

6.4 Whilst in the main the announcement looks positive for Local Government, primarily due to the allocation and continuation of one-off grants; the proposed intention to cease the London Business Rates Pilot Pool at the end of 2019/20 will have an adverse impact on the Councils finances in 2020/21.

6.5 The proposed cessation of the London Business Rates Pilot Pool will look to reduce the amount of retained income from 75% in 2019/20 to 67% in 2020/21, of which respectively 48% in 2019/20 and 30% in 2020/21 will be Ealing's share with the remaining 27% in 2019/20 and 37% in 2020/21 going to the Greater London Authority (GLA). The Council has previously made prudent assumptions in its MTFS for the reduction of business rates income expected but there still remains a risk that the overall budget gap for the period 2020/21 to 2022/23 of £41.257m maybe understated.

6.6 The actual impact of the Spending Review on the 2020/21 budget will not be known until specific technical details are released but any adverse impact of the settlement would require the Council to take rapid action to ensure that it can set a balanced budget for 2020/21. With this in mind the MTFS forecast has been

updated using the national headline numbers to estimate the impact in 2020/21.

- 6.7 With local government only receiving a one-year settlement, the Fair Funding Review determining the final roll-in of key grants and a fundamental review of the baseline funding levels, has been delayed to 2021/22. This should mean that in future the Council will be reliant on council tax, business rates and fees and charges to fund its expenditure, in the short term it continues to bring a level of uncertainty to financial planning matters

Government Grants

- 6.8 The 2019 Spending Review announced a combination of new grants for children's and adults social care, reduction of homelessness and rough sleepers and continuation of a number of specific grants which were not factored within the MTFS. The table below sets out the impact on the MTFS.

Table 2: 2020/21 General Fund Grants

General Fund Grants	2020/21 MTFS Change £M
Winter Pressures Adults	(1.418)
Children's & Adults Social Care Support	(2.422)
New Home Bonus (NHB)	0.502
Grants Continued	(3.338)
Improved Better Care Fund (iBCF)	TBC
Increase to Existing Grants	TBC
Adults & Children's Social Care Grant	(5.900)
Homelessness & Rough Sleepers	TBC
Troubled Families Grant	TBC
New Grants	(5.900)
Total	(9.238)

- 6.9 It should be noted that though grants such as iBCF and NHB were factored into the MTFS these are still provisional and are subject to change once allocations are announced as part of the final settlement.
- 6.10 Included within the announcement were also increases for the following non-general fund grants and as details have yet to be confirmed, the estimates provided are indicative and for illustration purpose.
- Public Health Grant is being increased nationally by £100m, estimated by London Council to be £0.454m for Ealing (1.84%). It is not clear from the details provided to date what this increase will be expected to fund
 - High Needs DSG block funding is being increased nationally by £700m. Using analysis undertaken by London Councils Ealing can receive an additional £6m.

London Business Rates Pilot Pool

- 6.11 The current MTFS assumes that the Ealing will be retaining 48% share of the business rates income locally as well see a benefit from the overall growth in the pool. As little by way of detail is available to allow for any calculation of the impact of this change from Ealing's perspective making it difficult to estimate any impact. However, Ealing benefitted in 2019/20 to the value of circa £4m from the retention growth above the baseline. Therefore, carrying this principal forward, winding-up of the pool will result in a pressure for Ealing.
- 6.12 It should also be noted that the total benefit gained from the pool varies according to overall growth or loss on a London wide basis, which for 2019/20 will not be known until end of this financial year.
- 6.13 Whilst the government has announced cessation of the London pilot, discussions are being held by the London Council, LGA and central government to discuss continuing the pool in its current guise or in a new format. It is still early days and outcome of any discussions will not be known until later this autumn.

Council Tax and Adult Social Care Precept Options 2020/21

- 6.14 In 2019/20 Ealing had applied the maximum increases for core council tax (3%) and Adult Social Care precept (6% over 3 years, with final 1% in 2019/20), as permitted under legislation.
- 6.15 Within the 2019 spending review the Government announced to consult with local authorities to increase both the core council tax threshold and the Adult Social Care Precept respectively by 2% each in 2020/21. The table below provides an illustration of what the increase may look like for Ealing.

Table 3: Council Tax Precept Scenario

Council Tax Precept	Maximum Increase	
	%	Cash Value £M
Core Council Tax	2.00%	2.6
Adult Social Care Precept	2.00%	2.6
Total	4.00%	5.2

New Service Pressures

- 6.16 The MTFS forecast in this report is based on the working assumption that an additional £10m of funding will be required to be made available next year, driven by the following key requirements;
- a) New delivery model for the local authority trading company (LATCo) Greener Ealing Ltd, will require circa £5m of growth in 2020/21, as detailed in the LATCo Business Plan report to this meeting of Cabinet.

- b) Special Education Need (SEN) is reporting a gross pressure of £13.430m at 31 July, as reported to Cabinet in September 2019. Considering a proportional element of the new additional high needs funding (circa £0.700m nationally) will be contributing towards this pressure, the current working estimate here is that the value could be in the region of £5m.

Summary Impact of Changes

- 6.17 The impact of the changes noted above represent a net decrease of £0.438m to the 202/21 budget gap as summarised in the table below.

Table 4: 2020/21 Indicative Budget Gap

2020/21 Budget Gap		2020/21 £M	Report Section
Budget Gap at February 2019		19.275	
Core Council Tax Increase	Recurring	(2.600)	6.15
Adult Social Care Precept	Recurring	(2.600)	6.15
Grants continued from 2019/20	Recurring	(3.338)	6.8
New grants in 2020/21	Recurring	(5.900)	6.8
Net Movements serving to decrease the budget gap		(14.438)	
London Business Rates Pilot Pool	Recurring	4.000	6.11
New Growth Requirements	Recurring	10.000	6.16
Net Movements serving to increase the budget gap		14.000	
Indicative Budget Gap 2020/21 at October 2019		18.837	

- 6.18 The table below provides an updated position of the MTFS for 2020/21 to 2022/23 as at February 2019 and shows that the overall budget gap decreasing, reflective of the items noted above.

Table 5: Updated MTFS Forecast 2020/21 – 2022/23

Budget Totals	2020/21 (Forecast) £M	2021/22 (Forecast) £M	2022/23 (Forecast) £M
Total Funding	(242.695)	(244.085)	(245.489)
Net Budget Requirement	261.532	274.718	286.308
Transfer to/from Reserves	0.000	0.000	0.000
Net Budget Requirement after Reserves	261.532	274.718	286.308
Forecasted Budget Gap	18.837	30.633	40.819
Forecasted Budget Gap (incremental)	18.837	11.796	10.186

- 6.19 The working assumption from a planning purpose is that the level of additional

grant funding announced in the spending review will continue in future years. If this assumption does not hold true, then the overall budget gap would increase by these amounts to c£50.6m from c£40.8m.

- 6.20 The indicative budget gap for 2020/21 of £18.837m, 2021/22 of £21.536m and 2022/23 of £10.186m will be delivered through the Future Ealing programme, whilst continuing focus in reducing the level of growth requirements in 2020/21. Specific saving proposals will be brought to Cabinet for approval at the December meeting.

7. Capital Investment Proposals

- 7.1 As detailed in the 2019/20 Budget Update report to the Cabinet meeting in September 2019, the revised Capital Programme for the period 2019/20 to 2022/23 totalled £797.008m, of which £443.525m relates to General Fund and the remaining £353.483m is for the HRA.

Capital Programme 2020/21 to 2024/25

- 7.2 As set out in the last Budget Strategy report to Cabinet in July 2019, there is no revenue budget capacity for mainstream funding for any new capital schemes for the capital programme in 2020/21 onwards.

- 7.3 There are certain capital expenditure items that will be unavoidable such as Health and Safety. If these growth proposals are put forward then these will need to be funded by finding additional savings and increasing the MTFS gap set out above.

Invest to Save Proposals

- 7.4 The Council's invest-to-save mechanism will remain in place in 2019/20. It allows services to drive innovation in service provision, by delivering budget savings that are allocated in part to replenish the Invest-To-Save Reserve. Proposals are anticipated to be developed within the scope of the planned Outturn Reviews and other savings initiatives.

8. Housing Revenue Account (HRA) Budget Strategy

- 8.1 The HRA budget strategy will be presented to Cabinet for review in December 2019.

9. Budget Process and Timetable

- 9.1 The Council has a well-established Budget Review Process that integrates financial planning with corporate planning and considers the wider impact on the community through equalities impact assessments.

Table 6: Budget Activity Timetable

Date	Activity
October - November 2019	<ul style="list-style-type: none"> • Finance Settlement Technical Release and consultation
December 2019	<ul style="list-style-type: none"> • Provisional Local Government Finance Settlement • Cabinet report reflecting the updated MTFS forecasts and funding position, including savings proposals • Cabinet report to approve HRA budget for 2020/21 and 30-year business plan (including capital programme) • Council decision to approve updated Flexible Use of Capital Receipts policy (<i>if required</i>) • Cabinet decision regarding continued participation in the London Business Rates Pool Pilot (<i>subject to updated requirements</i>)
January 2020	<ul style="list-style-type: none"> • <i>Final Local Government Finance Settlement (provisional)</i> • Section 151 officer agrees Tax Base and forecast Collection Fund surplus under delegated authority
February 2020	<ul style="list-style-type: none"> • Consultation with Ealing Business Partnership • Budget proposals to Cabinet and Overview & Scrutiny Committee • Cabinet considers final budget proposals and makes recommendations to Full Council • Council approves Budget & Council Tax for 2020/21

10. Legal

10.1 The Council has a legal duty to set a balanced budget.

10.2 Some savings proposals will have more detailed legal or practical implications. Where this is the case, these detailed implications will need to be considered before a final decision is taken on whether or not to implement the proposals or to implement them in a revised format.

11. Value for Money

- 11.1 The budget setting process addresses the Council's performance in delivering national and local priorities and focuses on the needs of its communities. The budget process will require services to demonstrate this through their budget proposals submissions.
- 11.2 The Council consistently monitors performance and finance in tandem, to ensure that value for money services are commissioned and provided for, as well regularly adjusting its activities to improve performance and achieve better value for money. The budget process sets the approach, providing the framework in which the Council can look to improve performance and achieve better value for money.

12. Sustainability Impact Assessment

- 12.1 Not applicable.

13. Risk Management

- 13.1 It is important that spending is contained within budget so that the Council can maintain its financial standing in the face of further pressure on resources in 2019/20 and beyond as set out in the annual review of the Medium-Term Financial Strategy (MTFS) approved by Cabinet in February 2019.
- 13.2 The most immediate risk to the budget process continues to be non-delivery of the approved savings and in-year service pressures (as reported to Cabinet in September 2019 in the 2019/20 Budget Update report), which are mitigated by spend controls, transformational cost reduction programmes and close monitoring by Strategic Leadership Team (SLT) and by the Leader and the Portfolio Holders for Finance, Performance & Customer Services, Health & Adult Services and Children & Young People.
- 13.3 The Council's Medium-Term Financial Strategy is continually under review and builds in projections for the MTFS period and beyond as further details and analysis become available. These updates are regularly reviewed by SLT and the Portfolio Holder and updates on the financial environment the Council is operating in are provided in Budget Update and Budget Strategy reports to Cabinet.

14. Community Safety

- 14.1 Not applicable.

15. Links to Strategic Objectives

- 15.1 The Council's medium-term financial strategy, budgets and capital programme are designed to deliver the Council's strategic priorities. The budget set for 2020/21 will address the delivery of national and local priorities.

16. Equalities, Human Rights and Community Cohesion

- 16.1 There is no requirement for an Equality Impact Assessment as part of this report.

17. In Regard to the Council's Public Law Duties

- 17.1 When making decisions the Council must act reasonably and rationally. It must take into account all relevant information and disregard all irrelevant information and consult those affected, taking into account their views before final decisions are made. It must also comply with its legal duties, including those relating to equalities as referred to above. Many proposals will impact upon third parties and where this is the case there may be a requirement for the Council to consult those affected before a final decision is taken on whether or not to implement the proposal or to amend the proposal prior to implementation.

18. Staffing / Workforce and Accommodation Implications

- 18.1 Not applicable.

19. Property and Assets

- 19.1 Not applicable.

20. Consultation

- 20.1 Not applicable.

21. Timetable for Implementation

- 21.1 The budget timetable is set out above.

22. Appendices

22.1 Not applicable.

23. Background Information

23.1 Cabinet reports:

- LATCO Business Plan – October 2019
- 2019/20 Budget Update – September 2019
- Budget Strategy & MTFS 2020/21 to 2022/23 – July 2019
- 2019/20 Budget Update – July 2019
- 2018/19 Budget Update – June 2019
- 2019/20 Budget Report – February 2019
- HRA Budget 2019/20, 5-year MTFS, 30-year Business Plan – December 2018

Consultation

Name of consultee	Department	Date sent to consultee	Date response received from consultee	Comments appear in report para:
Internal				
Ross Brown	Chief Finance Officer	Continuous	Continuous	Throughout
Paul Najsarek	Chief Executive			
Judith Finlay Tony Clements	Executive Directors			
Helen Harris	Director of Legal and Democratic Services			
Councillor Bassam Mahfouz	Cabinet Member for Finance and Leisure			
Councillor Julian Bell	Leader of the Council			

Report History

Decision type: For decision	Urgency item? No
Authorised by Cabinet Date : member:	Report deadline: Date report sent:
Report no.:	Report authors and contacts for queries: Shabana Kausar, Head of Strategic Finance, 020 8825 7549



Report for:
ACTION

Item Number: 13

13

Contains Confidential or Exempt Information	YES (Part) Appendices 2, 3, 4, 5 & 6 contain Exempt Information by virtue of paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972
Title	Acquisition of Cattle Market site adjacent to Southall Market Car Park and redevelopment of the combined site to deliver circa 125 affordable homes.
Responsible Officer(s)	Tony Clements, Executive Director for Place clementst@ealing.gov.uk x 9120
Author(s)	Philip Browne, Director of Housing Development, brownep@ealing.gov.uk x5807
Portfolio(s)	Cllr Mason, Housing
For Consideration By	Cabinet
Date to be Considered	15 October 2019
Implementation Date if Not Called In	28 October 2019
Affected Wards	Southall Broadway
Keywords/Index	Southall Car Park, Cattle Market, Mackenzie

Purpose of Report:

To seek Cabinet authority to enter into a 'Purchase of land and Development Agreement' with Mackenzie (South West) Homes Ltd (Mackenzie Homes) to realise marriage value of Southall Market Car Park by acquiring the adjacent Cattle Market site for the purposes of delivering circa 125 affordable homes and re-providing the public car park to circa 80 spaces (the Scheme).

1. Recommendations

It is recommended that Cabinet:

- 1.1. Notes the change of strategy for the Southall Car Park from that outlined in the Cabinet report of 13th December 2016 in paras 2.6 to 2.8.
- 1.2. Notes and agrees the proposal to the principle of the redevelopment of the Southall Market Car Park together with the acquisition of the remainder of the adjacent Cattle Market site as proposed in paras 3.3 to 3.6 below as shown on the plan in Appendix 1 which will result in a construction of circa 125 homes (or as amended by planning), and re-provision of the public car park circa of 80 spaces.

- 1.3. Notes that the funding commitment required to undertake the transaction will come from the GLA Grant funding of £12.5m and the rest to be financed HRA capital programme or via loan agreement to the RP or BL (from existing BL loan facility).
- 1.4. Delegates authority to the Chief Finance Officer to apply the most appropriate funding source as indicated within Recommendation 1.3.
- 1.5. Delegates authority to the Executive Director of Place, subject to Recommendation 1.3 and 1.4 and following consultation with the Portfolio Holder for Finance and Resources, Portfolio Holder for Housing and the Director of Legal and Democratic Services to negotiate and enter the legal agreement/s necessary to progress the redevelopment as proposed.
- 1.6. Agrees in principle for the Southall Market Car Park to be appropriated for planning purposes and the adjacent site to be acquired for planning purposes.
- 1.7. Authorises the Director of Regeneration and Planning to undertake the appropriation process as and when necessary.
- 1.8. Delegates authority to Executive Director of Place, following consultation with Chief Finance Officer and Director of Legal and Democratic Services to transfer the residential units at the most appropriate time to Broadway Living (BL) or its RP subsidiary (BLRP) subject to further consideration of financial and development feasibility and discussion and negotiation with BLRP.
- 1.9. Notes and agrees that if the Scheme does not progress by way of a transfer to BL or BLRP then the Scheme will be delivered within the HRA and that the HRA Capital Programme will be adjusted to reflect the requirement to support the delivery of the Scheme.
- 1.10. Delegates authority to Chief Finance Officer following consultation with Executive Director of Place and Director of Legal and Democratic Services to enter into the Funding Facility Agreement with BL or BLRP as appropriate.

2. Background

- 2.1. The Council purchased part of the Cattle Market site in 2013 and created an 80 space pay and display, surface level public car park.
- 2.2. The car park is located between the car park behind Red Lion Public House and the remainder of the old Cattle Market site to the rear of the Lidl supermarket on Southall High Street at the eastern end of Southall Town Centre.
- 2.3. The vehicular access to the car park is jointly shared with the adjacent Cattle Market currently operating as a local market for three days a week.
- 2.4. The car park is 0.179 hectares and consists of 78 regular bays, 2 disabled bays and electric car charging points. The car park receives 25,000 visits per annum.

- 2.5. The Council was approached for the purchase of our car park by the developer of the Red Lion site in early 2016, and Cabinet approved the disposal of the car park in December 2016. However, this scheme did not proceed when the proposed supermarket operator dropped out.
- 2.6. In July 2018, as part of the Future Ealing project, Cabinet approved a more commercial and strategic approach in the use of Council assets in achieving its objectives of delivering genuinely affordable housing.
- 2.7. In October 2018, the Council secured circa £98.8 million grant funding from the Greater London Authority under the 'Building Council Homes for Londoners' programme to deliver 1138 affordable homes.
- 2.8. As part of the above, Council has been reviewing its corporate portfolio to identify suitable sites for housing development and Southall market car park has been identified as one. The approved strategy meant that the site was to be developed in conjunction with the adjacent sites instead of development of the site in isolation.

3. Options Considered

- 3.1. In March 2019, in the interest of realising the best value and higher affordable housing numbers for the site, the Council invited affordable housing proposals from parties holding beneficial interest in the adjoining sites, who have previously expressed an interest.
- 3.2. The owners of the Red Lion car park declined to submit an offer. However, Mackenzie Homes, who holds an option to purchase the Cattle Market site, submitted an offer to deliver 100% affordable housing.
- 3.3. Mackenzie Homes' offer requires the Council to enter into a fixed sum contract for the transfer of Mackenzie Homes' option site and for the construction of the homes.
- 3.4. The design proposals by Mackenzie Homes include the re-provision of the existing car park and ancillary accommodation on the ground level, with residential accommodation over nine floors above.
- 3.5. The residential accommodation is made up of two staggered blocks served by two cores producing circa 125 homes which will be predominantly for London Affordable Rent with a small number of shared ownership should this be required for making the scheme financially viable.
- 3.6. The proposals also include the creation of a new public space behind the High Street buildings, new public realm and play spaces and improves the existing pedestrian access to the north west corner of the site.

- 3.7. One of the previous proposals with the supermarket operator, which has fallen through, included for a public toilet, however, this is no longer being proposed.
- 3.8. To proceed with the current proposals, the Council has reviewed other options for the site, and they are summarised below:
- 3.8.1. Do Nothing. This will result in sub-optimal use of the site as a car park and does not provide any genuinely affordable homes to cater to our residents' need.
- 3.8.2. Development of the car park site alone. The car park can provide up to 76 homes whilst retaining a reduced amount of public car park on the ground floor. However, this proposal does not realise the full potential of the site, will result in loss of car parking spaces and income for the longer term. The proposals also deliver significantly reduced number of affordable homes due to poor viability and requiring cross subsidy with high number of private sale or shared ownership tenures.
- 3.8.3. Joint development across three sites. The Council has considered combining all three sites to realise the full potential of the sites however, this didn't come to fruition as the owner of the third site is not willing.
- 3.9. Considering the above options, the current proposal with the Mackenzie Homes site achieves the best outcome for the Council.

4. Deal Structure

- 4.1. The legal structure will be an agreement for the purchase of the adjacent Cattle Market site and a development agreement with Mackenzie Homes to re-provide the car park and construct circa 125 new homes, subject to planning permission. The agreement and build contract will be at a fixed price as required by the option holder. The site plan is appended as Appendix 1.
- 4.2. The contracts are intended to be exchanged in November 2019 subject to approval by Cabinet, which will then allow Mackenzie Homes to develop the design and secure planning consent at their own risk and cost.
- 4.3. The land transfer will take place upon securing satisfactory planning consent following which the land payment is to be released to the developer.
- 4.4. It is proposed that upon purchase of the option site, the development land is appropriated for planning purposes. This will result in overriding any third-party rights to an injunction that may affect the redevelopment (as set out in paragraph 7.1-7.3below).
- 4.5. The proposals are still in development and an element of shared ownership/private sale units may need to be introduced to support the viability of the scheme and the proposals are subject to planning permission.

- 4.6. The deal structure is subject to tax advice.
- 4.7. During the construction period, the car park is anticipated to be closed for a period of up to two years.
- 4.8. The indicative programme is listed below;

Activity	Date
Completion of Development Agreement	November 2019
Submission of planning application	December 2019
Cattle Market (Option Site) Land Transfer	July 2020
Start on Site	October 2020
Completion of new homes	October 2022

- 4.9. The summary of the key terms of the proposed deal are outlined below and draft Heads of Terms are attached as Confidential Appendix 2.

The Developer - Mackenzie (South West) Homes Ltd.

The Site – The Site currently comprises property in two key ownerships namely a surface car park property owned by the Council and the adjacent Cattle Market site (the Option Site) currently in private ownership and subject to an option agreement in favour of the developer.

The Scheme - The Scheme comprises of circa 125 units for affordable housing and the re-provision of public parking subject to planning permission.

Car Park– The Scheme will incorporate a new ground floor parking facility to accommodate the existing car parking spaces and its associated income.

Development Licence – The developer will be granted a Development Licence to undertake the Development works

Land Purchase/Ownership – The land payment is payable upon transfer of the Option Site with planning consent. The land payment figure is supported by the valuation from Council's commercial advisors, Lambert Smith Hampton, (LSH) which is attached as Confidential Appendix 3.

Planning Consent - The developer will make a detailed planning application at their cost on behalf of the Council as the landowner and the Council agrees to appropriate the land for planning purposes.

Contract Sum- The Contract Sum will be the amount that the Developer will receive on monthly valuations to undertake and complete the development of the Scheme. This is the fixed price less land payment.

5. Key Implications

- 5.1. It is proposed to enter into contract by November 2019 on the basis of the attached Heads of Terms subject to Cabinet Approval. This date is critical due to the deposit amounts required by the developer to secure the option site.

Failure to enter into the agreement by this date will result in Mackenzie Homes' option for the site expiring.

- 5.2. Should the Council/Broadway Living fail to complete the development as per the agreement, the developer would be entitled to seek recovery of their losses as per the contract. The developer may require a fixed figure payable to recover the costs of surveys, design and planning work undertaken to that stage. This will be adjusted against any further claim brought to recover full loss and expenses.
- 5.3. The Head of Parking does not consider that the car park is vital to the provision of parking in Southall, but it plays an important part in managing parking demand in the summer and school holidays. There is strong local expectation that the Council retains such assets in this area given the high level of traffic, popularity of the location with visitors, and impact of other changes in the area including The Green and the former Gasworks site. The car park is of importance during the school holidays and during summer weekends when visitor numbers in Southall are at their highest.
- 5.4. The car park will need to close during the construction period creating a temporary impact on the provision of the car parking in the area. However, it is noted that the car park is operating at sub-optimal capacity and there are other alternative parking facilities available in the local area.
 - 5.4.1. The car park behind Red Lion Public House has capacity although the site is currently being considered for redevelopment.
 - 5.4.2. Fairlawn car park is a private car park consisting of 60 spaces is less than a five-minute walk away.
 - 5.4.3. Herbert Road Car Park has 243 spaces, offers two hours free parking and is a five-minute walk away.
- 5.5. The Council will work with Mackenzie Homes to develop a vacant possession strategy for the market stall holders, prior to site being transferred to the council.

6. Financial

- 6.1. Currently the financial viability of delivering 125 London Affordable Rent Units is being developed and assessed. Furthermore, more work is being done in-regard to working up options on where the development will be delivered. Currently, the Council has options to develop Cattle Market site within the HRA or pass this onto one of the Council Owned Housing Companies, Broadway Living Ltd or Broadway Living RP Ltd.
- 6.2. The loss of parking income during the period of construction is allowed for in the appraisal to ensure no loss of revenue for Parking Services team. This loss of parking income forms part of the total cost of development and will be paid to the Council's Parking services department based on the loss as per the 19/20

Budget position. This will therefore not lead to budget pressures within Parking Services.

- 6.3. The project is intended to secure funding from the GLA Home for Londoners programme and will be partially funded using borrowing from the GF or HRA. The GF borrowing option will only be used if the units are transferred over to Broadway Living or Broadway Living RP and the funding will be provided as a loan with a payback period over 40 years, which covers interest and principal repayments. This will be structured at nil cost to the GF.
- 6.4. The Council will continue to review financing options and will depend upon which entity the development will be held. A final business case will be presented as part of the delegation and Key Officer Decision before the scheme progresses and the development agreement is signed.

7. Legal Implications

- 7.1. The Council has the power to appropriate land for planning purposes under section 122 of the Local Government Act 1972. The Council may also dispose of land appropriated for planning purposes under section 233 of the Town & Country Planning Act with a view to securing its best use or the construction of buildings needed for the proper planning of the area.
- 7.2. The Council has the power to acquire land for planning purposes under section 227 of the Town & Country Planning Act
- 7.3. The effect of the acquisition or appropriation of land for planning purposes is that under section 203 of the Housing and Planning Act 2106 the Council may override easements and other third-party rights in specified circumstances although the beneficiaries of any rights overridden may claim compensation but cannot seek an injunction to delay or terminate the development.
- 7.4. The proposed agreement with Mackenzie Homes would in principle constitute a direct award for the Public Contracts Regulations 2015 (PCR 2015). However, the Council is of the view that it can rely on Regulation 32 (2) (b) (iii) of PCR 2015 and enter into direct negotiations with Mackenzie Homes to undertake the Scheme on the basis that the latter has a pre-existing option to acquire the adjacent site (for future development purposes) and as part of the site transfer arrangements with the Council, Mackenzie Homes wish to retain their pre-existing development rights (which therefore constitute "an exclusive right" for the purposes of Regulation 32 (2) (b) (iii)). Therefore, direct negotiation with Mackenzie Homes constitutes the only viable legal and commercial route if the Council wish to proceed with this Scheme.

- 7.5. To reiterate, the Scheme (as proposed) is the only viable option
- 7.5.1. the Council's previous consideration of the possibility of redeveloping the car park site as a standalone Scheme resulted in a recognition of the need to redevelop in conjunction with redevelopment of an adjacent site in order to deliver a feasible scheme to maximise the provision of affordable housing;
- 7.5.2. it is not considered that there are any other options for redevelopment of the car park site in order to achieve the maximum level of affordable housing possible. There was an unsuccessful attempt to redevelop the car park site with another adjacent owner
- 7.5.3. Mackenzie Homes' rights over the Cattle Market site and their willingness to redevelop the sites jointly is subject to a requirement that they be responsible for the construction on the combined site.
- 7.5.4. To mitigate any risk of a public procurement challenge, the Council will publish a voluntary transparency notice in the OJEU. This would notify the market of the Council's intention to enter into an agreement with Mackenzie Homes and its intention to rely on the exclusive rights exemption to do so. Under section 203 of the Housing and Planning Act 2016 the Council may override easements and other third-party rights in specified circumstances although the beneficiaries of any rights overridden may claim compensation but cannot seek an injunction to delay or terminate the development.

8. Value for Money

- 8.1. Lambert Smith Hampton, as the acting advisors and valuers for the Council have assessed the commercial terms of the deal and provided confirmation that the deal represents Value for Money (Attached as Confidential Appendix 4)

9. Sustainability Impact Appraisal

- 9.1. Sustainable impacts will be considered during the planning process for redevelopment of the site.

10. Risk Management

- 10.1. Planning risk is with the developer and the Council will not incur any costs should the planning consent be refused or is unsatisfactory for the purposes intended.
- 10.2. The Council has taken the following contract protection measures to mitigate various contract risks:
- 10.2.1. 10% Performance Bond
- 10.2.2. 10 Year Building Warranty

10.2.3. Insolvency Cover

10.2.4. Collateral Warranties for all design work

10.2.5. Standard contract retention on all construction related payments of which 50% to be released on handover and the remaining 50% on successfully completing end of defects works.

10.3. A risk register is appended in Confidential Appendix 5.

11. Community Safety

11.1. Development of this asset will have a positive impact on the surrounding area by designing out crime with improved public realm, improved access and connectivity to the site and by designing areas to offer more natural surveillance.

12. Links to the 3 Key Priorities for the Borough

12.1. The redevelopment will contribute to achieving Ealing's objectives:

- **Good, genuinely affordable homes**

All the new homes built will be affordable homes with a large majority of them being genuinely affordable homes.

- **Opportunities and living incomes**

All new homes in the development provide opportunities for Ealing's residents to stay in the borough and not be priced out of the market with growing rental prices in the area.

- **A healthy and great place**

The new development will provide high quality, well insulated homes for local residents. All new homes will be built to lifetime homes standards, in addition to a percentage of the homes will be adapted for residents with disabilities. The new development will promote a secure and safe environment through the principles of secure by design. The development may stimulate further investment in neighbouring properties with additional benefits in terms of community benefit.

13. Equalities, Human Rights and Community Cohesion

13.1. An Equality Analysis Assessment (EAA) has been undertaken for the Scheme

14. Staffing/Workforce and Accommodation implications:

14.1. The current Housing Supply Team has the resources to deliver the Scheme. Specialist support/advice will be procured where required to deliver the Scheme. There are no workforce implications arising from the recommendations.

15. Property and Assets

- 15.1. The Southall Market Car Park is a Council owned site providing circa 80 Car parking spaces in Southall town Centre. The freehold interest in the Option Site will be transferred to the Council thereby the Council will own the freehold interest for the whole site

16. Any other implications:

- a. None

17. Timetable for Implementation

Activity	Date
Completion of Development Agreement	November 2019
Submission of planning application	December 2019
Option site land transfer	July 2020
Start on Site	October 2020
Completion of new homes	October 2022

18. Appendices

Appendix 1 – Site Plan
Confidential Appendix 2 – Heads of Terms
Confidential Appendix 3 – Market valuation for Cattle Market
Confidential Appendix 4 – Best Consideration Report
Confidential Appendix 5 – Risk Matrix

19. Background Information

Cabinet Report - Future Ealing: Property Assets and Neighbourhood Offer –
10th July 2018

Cabinet Report - Grant of 125 year lease for land at Southall Market Car Park
– 13th December 2016

20. Consultation

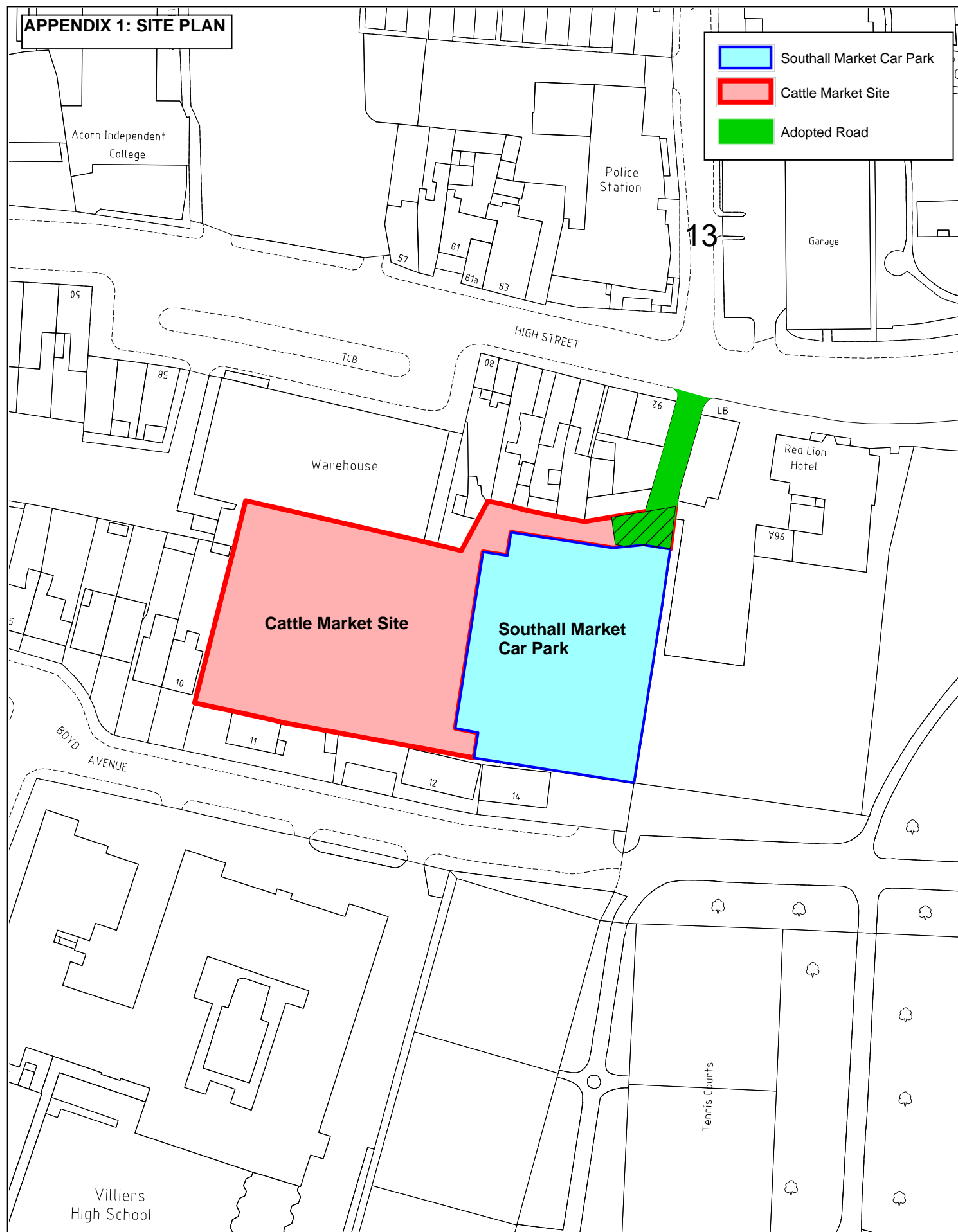
Name of consultee	Post held	Date Sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Tony Clements	Executive Director of Place	19/09/2019	23/09/2019	2.3, 2.7, 3.2, 3.3 3.7, 4, 4.8, 6
Lucy Taylor	Director of Regeneration and Planning	16/09/2019	24/09/2019	5.4, 6.2

Phillip Browne	Director of Housing Development	16/09/2019	26/09/2019	1.6 - 1.8, 3.8, 4, 5.1, 6.3, 10
Jackie Adams	Head of Legal (Commercial)	16/09/2019	26/09/2019	1, 2.5, 3.8-3.9, 7
Nish Popat	Head of Accountancy	16/09/2019	27/09/2019	1.7-1.9, 6
Peter Mason	Cabinet Member for Housing	26/09/2019		
Gina Cole	Head of Parking Services	16/09/2019	24/09/2019	2.4, 5.3

Report History

Decision type:	Urgency item?
Key Decision	No
Report no: Philip Browne Director of Housing Development brownep@ealing.gov.uk Ext 5807	

APPENDIX 1: SITE PLAN



Drawn by: Pavan Mehta
London Borough of Ealing
Perceval House
14-16 Uxbridge Road
Ealing, W5 2HL
13 September 2019

Southall Market Car Park



1:1000 @ A4

Full Equalities Analysis Assessment

Check List *(please do not attach this page to your final EAA)*

Before you start:

- Please read through the EAA Guidance [here](#). If you have any questions relating to the guidance please contact Jackie Pinney in the Policy team;
- Start collecting all relevant information/data relating to the potential impact of your proposal; in particular that relates to the people who will be affected;
- Start your EAA as soon as possible.

Overview:

- EAAs are an important tool for decision makers. They provide them with key information to be able to make informed decisions;
- Ultimately the decision makers can decide what decision they take, however, it is vital that they understand the implications of a particular decision and that we can demonstrate that they were aware of the implications. Your job is to provide them with relevant and well informed information for them to consider;
- EAAs provide a means in which to summarise the needs of the people who will be affected by your proposal and then explain the likely impact of the proposal upon them and how we might mitigate any negative impacts;
- A poorly written EAA or one lacking clear and precise information puts the Council at risk of legal challenge and damaging our reputation with the community;
- There are three key components to an EAA:

Data:

- *You need to develop as clear a picture as possible of your proposal both before and after its implementation (please include all relevant data in section 1);*
- *You need to create a firm evidence base from which to make the assessment. It is important that you help decision makers understand the needs of the people affected by it;*
- *You need to collect specific data (where possible on the protected groups¹).*

Impact:

- *You need to include a clear indication of the overall impact of your proposal;*
- *You need to highlight any specific impacts where possible on protected groups;*
- *You need to provide key information to reflect the reality of the impact of the proposal;*
- *You need to provide decision makers with as clear a picture as possible of impact.*

¹ AGE, DISABILITY, GENDER REASSIGNMENT, RACE, RELIGION & BELIEF, SEX, SEXUAL ORIENTATION, PREGNANCY & MATERNITY, MARRIAGE & CIVIL PARTNERSHIP

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Mitigation:

- ***You need to provide a clear indication of what can be done to mitigate any adverse impact upon those people affected;***
- ***You need to be as open as honest as possible (if no mitigation is possible, please state this);***
- ***You need to outline specific mitigation for protected groups (where possible).***
- **EAA's are an important element for demonstrating our compliance with the legal obligations under Section 149 of the Equality Act 2010 set out in Appendix 1 but the 3 main duties are to:**
 - ***Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;***
 - ***Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;;***
 - ***Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.***
- **If once you have read the guidance you are still unsure or would like some support in completing your EAA support is available within your departments from the following people.**

Corporate Resources:	Anna Flashman	ext. 5275
Children's Services:	Cheryl Cain	ext. 9946
Adult Services:	Adenike Tilleray	ext. 9329
Housing & Regeneration:	Gill Tennet	ext. 6087
Environment & Customer Services:	Anita Hamilton	ext. 8649
Chief Executive's Office:	Jackie Pinney	ext. 8282

- **If you need specialist advice on HR or Legal issues please contact**

Human Resources:	Andrew Scully	ext. 6930
Legal:	Catherine Taylor	ext. 5582

- **If you believe your proposal could have a significant impact on one or more of the protected groups please contact Jackie Pinney as soon as possible.**
- **Please make sure that once you have completed this form it is signed off by your Service Director.**

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1. Proposal Summary Information

EAA Title	Southall Cattle Market Car Park Housing Development
Please describe your proposal?	Scheme
Is it HR Related?	No
Corporate Purpose	Cabinet Report Decision

1. What is the Initiative/Function/Policy/Project/Scheme (*pick one*) looking to achieve? Who will be affected?

The purpose of the scheme is to provide much needed new affordable homes in the Borough whilst retaining the existing car parking for use by the general public.

The current car park is used by members of the public. There will be a temporary closure of the car park whilst construction works are undertaken.

2. What will the impact of your proposal be?

The current car park provides approximately 80 pay and display spaces for the general public and visitors to Southall High Street. There will be a temporary closure of the car park whilst construction works are undertaken for an approximate period of up to 2 years. The new development will include re-provision of a new car park on the ground level of the development.

The scheme will be designed to be sensitive to existing neighbour's views.

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2. Impact on Groups having a Protected Characteristic

AGE: *A person of a particular age or being within an age group.*

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

The new residential development will include a mix of different sized homes on different floor levels with lift access and private amenity space. The mix of homes will mean residents will have access to homes that suit their needs.

The new development will therefore have a positive impact on this group.

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

N/A

DISABILITY: *A person has a disability if s/he has a physical or mental impairment which has a substantial and long term adverse effect on their ability to carry out normal day to day activities².*

State whether the impact is positive, negative, a combination of both, or neutral:

Describe the Impact

The new residential development will include a mix of new homes, that are built to lifetimes home standards. In addition, 10% of the new homes will be wheelchair adapted homes.

The new car park will also include spaces for blue badge holders.

The new development will have a positive impact on residents with disabilities by improving access to blue badge car parking spaces for the general public and fully adaptable and easily adaptable new homes for residents on the council's housing register.

The new development will therefore have a positive impact on this group.

Alternatives and mitigating actions which have been considered in order to reduce negative effect:

Describe the Mitigating Action

N/A

² Due regard to meeting the needs of people with disabilities involves taking steps to take account of their disabilities and may involve making reasonable adjustments and prioritizing certain groups of disabled people on the basis that they are particularly affected by the proposal.

Full Equalities Analysis Assessment

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GENDER REASSIGNMENT: <i>This is the process of transitioning from one sex to another. This includes persons who consider themselves to be trans, transgender and transsexual.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
There is no evidence to suggest that the development may impact differently based on gender.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
N/A

RACE: <i>A group of people defined by their colour, nationality (including citizenship), ethnic or national origins or race.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
The new scheme will provide much needed new affordable homes in the Borough. As such, the project will help reduce inequality for access to high quality homes regardless of racial/ethnic group. Improved access to high quality communal and public spaces will also improve community cohesion.
There is no evidence to suggest that the development may impact differently based on race.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
N/A

RELIGION & BELIEF: <i>Religion means any religion. Belief includes religious and philosophical beliefs including lack of belief (for example, Atheism). Generally, a belief should affect a person's life choices or the way you live for it to be included.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
The new scheme will provide much needed new affordable homes in the Borough. As such, the project will help reduce inequality for access to high quality homes regardless of religion/belief.

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There is no evidence to suggest that the development may impact differently based on religion/belief.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
N/A

SEX: <i>Someone being a man or a woman.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
There is no evidence to suggest that the development may impact differently based on sex.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
N/A

SEXUAL ORIENTATION: <i>A person's sexual attraction towards his or her own sex, the opposite sex or to both sexes.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
There is no evidence to suggest that the scheme may impact differently based on sexual orientation.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
N/A

Full Equalities Analysis Assessment

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PREGNANCY & MATERNITY: <i>Description: Pregnancy: Being pregnant. Maternity: The period after giving birth - linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, including as a result of breastfeeding.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
N/A
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
N/A

MARRIAGE & CIVIL PARTNERSHIP: <i>Marriage: A union between a man and a woman. or of the same sex, which is legally recognised in the UK as a marriage</i> <i>Civil partnership: Civil partners must be treated the same as married couples on a range of legal matters.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
There is no evidence to suggest that the scheme may adverse impact on marriage and civil partnership.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
N/A

Full Equalities Analysis Assessment

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3. Human Rights³

4a. Does your proposal impact on Human Rights as defined by the Human Rights Act 1998?

Yes ☐ No ☒

4b. Does your proposal impact on the rights of children as defined by the UN Convention on the Rights of the Child?

Yes ☐ No ☒

4c. Does your proposal impact on the rights of persons with disabilities as defined by the UN Convention on the rights of persons with disabilities?

Yes ☐ No ☒

(If yes, please describe the effect and any mitigating action you have considered.)

4. Conclusion

The proposed scheme does not adversely impact on any of the protected groups.

The scheme provides much needed affordable homes in the Borough. As such the scheme will help reduce inequality, by providing high quality affordable housing in the borough. Allocations to the new homes will be in accordance with Ealing's Allocation Policy.

4a. What evidence, data sources and intelligence did you use to assess the potential impact/effect of your proposal? Please note the systems/processes you used to collect the data that has helped inform your proposal. Please list the file paths and/or relevant web links to the information you have described.

Equalities profile information is held on OHMS for existing Council Tenants and Locata for those on the Housing Register.

5. Action Planning: (What are the next steps for the proposal please list i.e. what it comes into effect, when migrating actions⁴ will take place, how you will measure impact etc.)

³ For further guidance please refer to the Human Rights & URNC Guidance on the Council Equalities [web page](#).

⁴ Linked to the protected characteristics above

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Action	Outcomes	Success Measures	Timescales/ Milestones	Lead Officer (Contact Details)

Additional Comments:

6. Sign off: *(All EAA's must be signed off once completed)*

Completing Officer Sign Off:	Service Director Sign Off:	HR related proposal (Signed off by directorates HR officer)
Signed:	Signed:	Signed:
Name (Block Capitals): MUMTA GANATRA	Name (Block Capitals):	Name (Block Capitals):
Date: 25/9/19	Date:	Date:

For EA's relating to Cabinet decisions: received by Committee Section for publication by (date):

Appendix 1: *Legal obligations under Section 149 of the Equality Act 2010:*

Full Equalities Analysis Assessment

- As a public authority we must have due regard to the need to:
 - a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - b) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- The protected characteristics are: AGE, DISABILITY, GENDER REASSIGNMENT, RACE, RELIGION & BELIEF, SEX, SEXUAL ORIENTATION, PREGNANCY & MATERNITY, MARRIAGE & CIVIL PARTNERSHIP
- Having due regard to advancing equality of opportunity between those who share a protected characteristic and those who do not, involves considering the need to:
 - a) Remove or minimising disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic
 - b) Take steps to meet the needs of persons who share a relevant characteristic that are different from the needs of the persons who do not share it.
 - c) Encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
- Having due regard to fostering good relations between persons who share a relevant protected characteristic and persons who do not, involves showing that you are tackling prejudice and promoting understanding.
- Complying with the duties may involve treating some people more favourably than others; but this should not be taken as permitting conduct that would be otherwise prohibited under the Act.

Contains Confidential or Exempt Information	No 14
Title	Home Office Prevent Peer Review Findings and Recommendations
Responsible Officer(s)	Mark Wiltshire, Director for Housing and Safer Communities
Author(s)	Nazia Matin, Prevent Coordinator
Portfolio(s)	Councilor Camadoo
For Consideration By	Cabinet
Date to be considered	15 th October 2019
Implementation Date if Not Called In	n/a
Affected Wards	All
Keywords/Index	Prevent Strategy, Home Office, extremism, Counter Terrorism

Purpose of Report: To consider the outcomes of the Home Office Prevent Peer Review which took place in March 2019 and consider the report recommendations. Where appropriate, endorse our observations in relation to their findings.

1. Recommendations

1.1 It is recommended that Cabinet:

- Notes the positive outcomes of the report
- Endorses the observations within Appendix 1 which will form a reply to the Home Office

2. Reason for Decision and Options Considered

- 2.1 The Prevent Duty came into force in July 2015 and requires specified authorities, including local authorities and schools, to have 'due regard to the need to prevent people from being drawn into terrorism'. It is recognised that Peer Reviews can present a valuable body of learning in order to raise standards and indicate the degree of compliance in Council services.
- 2.2 The Ealing Council Prevent Team and their partners committed a considerable amount of effort in order to expose the reviewers to the breadth of good practice being employed and this has been reflected in a very positive report.

- 2.3 Setting out a measured response to the Home Office underlines our continued commitment to improvement but properly sets expectations concerning recommendations that we may feel are already in place or are impractical.

3. Background

- 3.1 The Prevent Peer Review took place on the borough between the 5th-7th March 2019. As a Home Office priority borough, Ealing receives funding for staffing and the delivery of projects and as such is expected to deliver a risk mitigation strategy to a high standard.
- 3.2 The Prevent Peer Review programme is a sector led-improvement model which aims to evaluate Prevent delivery structures and processes in a local authority with a view to developing recommendations for improvement and promoting best practice. The programme has been developed by the Office for Security and Counter-Terrorism (OSCT) to support local authorities deliver the Prevent Duty.
- 3.3 Prevent peer reviews are not an inspection of a local authority or their partners. They are offered with the aim of addressing challenges and accelerating practical improvement in delivering Prevent. The reviews emphasize self-assessment and utilising the peer review team to provide practical improvement, rather than summarising current and past performance of Prevent Duty implementation.
- 3.4 Statutory guidance published in March 2015 outlines what is required of specified authorities under the duty. (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/445977/3799_Revised_Prevent_Duty_Guidance__England__Wales_V2-Interactive.pdf) Specific areas of activity for local authorities include:
- **Risk assessment** – assessment of the risks of radicalisation in the local area leading to action planning and creating an action plan to address aforementioned risks.
 - **Partnership working** – including establishing or making use of existing multi-agency partnerships to drive Prevent work. This needs to include the relevant local specified authorities where appropriate and oversee the action plan and risk assessment.
 - **Training** – ensuring appropriate frontline staff are trained to spot the signs of radicalisation and know what action to take.
 - **Use of resources** – ensuring publicly-owned venues and resources do not provide a platform for those whose views may draw people into terrorism. Councils should also provide guidance and support for other organisation within their areas to ensure that they do not inadvertently provide platforms for those seeking to radicalise vulnerable people.
- 3.5 A list of 10 benchmark forms the basis of prevent peer reviews. It includes seven statutory obligations from the Prevent Duty and three in line with best practice. It is used flexibly to consider implementation and improvement in 10 key areas of effective Prevent delivery in local authorities.

3.6 The report summarises in very complimentary terms the work delivered on the borough and states the following:

- The embedding of Prevent in safeguarding is a clear and valuable thread running through all Prevent delivery in Ealing. This approach is aligned with the strategic vision and values of the Council and provides a strong foundation for all Prevent work in the borough. It is the basis of the strong community engagement in Ealing and builds trust across communities. It underpins Channel referrals and associated training so practitioners are clear that all safeguarding referrals go through one safeguarding route. It supports cross-agency and cross-team working by bringing all partners together under one clear objective.
- There is exceptional leadership and understanding of Prevent objectives from the Leader of the Council and the senior leadership team. This sets a strong direction for staff across the Council as well as statutory and community partners. This leadership is then supported by very high quality delivery by the Prevent Team whose work is well regarded by partners.
- While much of the Team's work is to a very high standard, their community engagement is to be particularly commended as setting a high standard which others in the network could learn from. Ealing has strong relationships with communities and very good reach into most of the key communities. The Prevent Advisory Group in Ealing (PAGE) and Mosque Advisory Group are integral to this engagement. This engagement, funding local grass roots providers, has empowered strong local voices to speak supportively about Prevent. This again builds trust in communities and supports Prevent delivery.
- Another area of strength is their disruptions of radicalising influences which has been achieved by smart use of local levers, such as licencing policies, as well as strong community engagement to explain reasons for disrupting events and ensuring community support.

4. Financial

4.1 There are no financial implications in this report. Ealing Council continues to be funded through a Home Office Grant Agreement for this work.

5. Legal

5.1 The Prevent Strategy was first published by the Government in 2011 and led by three specific strategic objectives.

5.2 Section 26 of the Counter-Terrorism and Security Act 2015 (the Act) places a duty on the Council and other "specified authorities" listed in Schedule 6 to the Act), in the exercise of their functions, to have "due regard to the need to prevent people from being drawn into terrorism".

5.3 The Council must have regard to the statutory guidance when carrying its functions.

5.4 The report underlines the high level of compliance of the Council in relation to the Counter Terrorism and Security Act 2015.

6. Sustainability Impact Appraisal

- 6.1 Sustainability in delivery is assured through Home Office Grant funding but is reliant on the risk profile of the borough, Government budgetary priorities and good governance at a local level.

7. Risk Management

- 7.1 Risk management issues are addressed through the conditions of the local grant agreement. A national risk assessment for Prevent is published by the Home Office.

8. Community Safety

- 8.1 The current Prevent delivery plan contains actions that are designed to link with Ealing's Community Safety Plan. It is prepared in consultation with Borough Police representatives to ensure its compatibility to the local Policing Plan.

9. Links to the 3 Priorities for the Borough

- 9.1 The aims and objectives of the national and local Prevent strategies link directly to the community safety aspects of the three priorities.

10. Equalities, Human Rights and Community Cohesion

- 10.1 In publishing the Prevent Strategy as part of the UK Counter Terrorism Strategy (CONTEST), the Home Office has ensured that it is compliant with all Equalities and Human Rights legislation.
- 10.2 Any partner organisation or agency we work with needs to comply with the Home Office 'values' policy which recognises the need to respect universal human rights, gender equality, equality of opportunity, democracy, the rule of law, respect for religions and freedom of speech.

11. Staffing/Workforce and Accommodation implications:

- 11.1 The Prevent Team is already in place to deliver this work and is fully operational.

12. Property and Assets

- 12.1 None

13. Any other implications

- 13.1 None

14. Appendices

- 14.1 Appendix 1 – Peer Review recommendations response matrix.

15. Background Information

15.1 Relevant documents:

- The UK Counter Terrorism Strategy – CONTEST
<https://www.gov.uk/government/collections/contest>
- The Prevent Strategy 2011
<https://www.gov.uk/government/publications/prevent-strategy-2011>

Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Mark Wiltshire	Head of Regulatory Services			
Justin Morley	Head of Legal Services (Litigation)		18/9/19	5

Report History

Decision type:	Urgency item?
Key decision	
Report no.: Report author and contact for queries:	
Nazia Matin -Prevent Coordinator matinn@ealing.gov.uk	
Paul Smith- Prevent Strategy Manager smithpa@ealing.gov.uk	

Ealing Borough - Prevent Peer Review Outcomes - Action Plan 2019-20			
		Actions	
Theme	Action No	Actions	Response
Leadership	1	Present the Prevent Plan at a Cabinet meeting. 14	Not at this time
	2	Share good practice with other local authorities through networks and pan-London boards to support wider delivery.	Already implemented
	3	Consider setting up a CONTEST Board to ensure alignment across all strands of CT threat and risk.	Not at this time
	4	Recognise the contribution of community partners, for example through an awards ceremony.	Already implemented
		Actions	
Theme	Action No	Actions	
The organisation has a local risk assessment process reviewed against the Counter Terrorism Local Profile	1	Share CTLP or situational analysis more widely with statutory partners.	Already implemented
	2	Provide partners with more briefing on Far Right / Extreme Right Wing threat including the spectrum of views in this space.	Already implemented
	3	Be more forward looking on threat and pre-emptively brief partners, including on upcoming events, and emerging trends.	Yes
	4	Address emerging concerns about tensions between different faith groups and accelerate recruitment of the Community Co-ordinator.	Yes
	5	Improve advice on online safety to education providers with a focus on the risks of online radicalisation.	Already implemented
		Actions	
Theme	Action No	Actions	
There is an effective multi-agency partnership board in place to oversee Prevent delivery in the area.	1	Improve the understanding of frontline delivery staff of NCTPHQ's current Prevent priorities and objectives.	No
	2	Work more closely with National Probation Service and Community Rehabilitation Company, particularly on the CONTEST objective to manage ex-offenders who are vulnerable to radicalisation.	Recommendation for NPS & CRC
	3	Invite the Director of Learning Standards and School Partnerships to join the Prevent Partnership Group.	Yes
		Actions	
Theme	Action No	Actions	

The area has an agreed Prevent Partnership Plan.	1	Consolidate and simplify Prevent plans to ensure clear focus for the work.	Yes
	2	Evaluate the actions taken following the lessons learnt from national issues such as Parson's Green and identify whether any further changes are needed	Already implemented
	3	Ensure join up between Council workstrands tackling a range of forms of exploitation.	Already implemented
Actions			
Theme	Action No	Actions	
There is a Channel Panel in place, meeting monthly, with representation from all relevant sectors.	1	Develop CPD programme for Channel Panel members.	Yes
	2	As part of self-assessment, review the quality of information provided by Channel Panel members to ensure nothing is being missed. Following this, support Channel Panel members to undertake better information gathering prior to Panel meetings	Yes
	3	Review the protective marking of Channel documents and use initials rather than names.	No
Actions			
Theme	Action No	Actions	
There is a Prevent problem solving process in place to disrupt radicalising influences	1	Use the CTLP and Prevent Partnership Group to task others with disruptions activity and then capture the results through the same mechanisms to provide a full intelligence picture on the threat and mitigating work.	No
	2	Refresh disruptions toolkit and use national CT performance products to identify good practice from across networks, for example SE CTIU. Link with the Manage Risk strand of NCTPHQ project work.	Possibly
	3	Share case studies of their disruptions with partners to demonstrate that they fully consider the impact on communities when making decisions to disrupt events.	Already implemented
Actions			
Theme	Action No	Actions	

There is a training programme in place for relevant personnel.	1	Explore widening the training offer for members.	Yes
	2	Evaluate learning outcomes from training courses and feed back into Prevent.	Already implemented
	3	Evaluate impact of training on numbers of Channel referrals.	Yes
Actions			
Theme	Action No	Actions	
There is engagement with a range of civil society groups, both faith-based and secular, to encourage an open and transparent dialogue on the Prevent agenda	1	Continue developing work and building relationships with Polish community groups including the Polish Catholic Church.	Yes
	2	Undertake more mapping of the varied vulnerabilities of different parts of the Eastern European community which will have a range of risk profiles and different ways of tackling these.	Possibly
	3	Explore what more can be done to engage some Somali parents who become less engaged when children reach secondary school and look beyond Somali communities to engage local South Asian communities.	Already implemented
Actions			
Theme	Action No	Actions	
There is a communications plan in place to proactively communicate the reality/ impact of Prevent work/ support frontline staff and communities to understand what Prevent looks like in practice.	1	Undertake more proactive communications activity.	Possibly
	2	Explore the hesitation in branding some communications as Prevent.	Yes
	3	Plan for anniversaries of significant events related to specific local communities e.g. Blair Peach.	Recommendation out of context

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Contains Confidential or Exempt Information	YES in part. Appendix 1 contains information which is exempt by virtue of paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972
Title	Safer Communities Contract Award
Responsible Officer(s)	Mark Wiltshire, Director of Safer Communities and Housing
Author(s)	Jess Murray, Head of Safer Communities and Resident Services
Portfolio(s)	Cllr Camadoo Rothwell, Safer Communities and Inclusion
For Consideration By	Cabinet
Date to be Considered	15 th of October 2019
Implementation Date if Not Called In	1 st of November 2019
Affected Wards	All
Keywords/Index	ASB, Noise Nuisance, Patrol, Parks Housing Estates

Purpose of Report:

This report seeks officer decision approval from Cabinet for the London Borough of Ealing Safer Communities Service to invite and evaluate tenders for the procuring of a framework agreement following a Competitive Process with Negotiation for patrolling services to tackle ASB and Noise Nuisance in Ealing for a period of 4 years.

1. Recommendations

1.1 It is recommended that the Cabinet authorises the Director of Safer Communities and Housing to invite and evaluate framework tenders to patrolling services to tackle ASB and Noise Nuisance in Ealing for an initial period of 4 years.

1.2 It is recommended that Cabinet authorise the Director of Safer Communities and Housing to assess the tenders and award the framework tender for patrolling services to tackle ASB and Noise Nuisance in Ealing as a key officer decision following consultation with the lead member for Safer Communities and Inclusion.

2. Reason for Decision and Options Considered

2.1 Ealing has responsibilities under the Anti-Social Behaviour (ASB), Crime and Policing Act 2014 and statutory duties under the Environmental Protection Act

1990 to patrol the local area with the Borough and use its powers to intervene to prevent or address nuisance- generating behaviour and ASB.

2.2 Currently this service is provided by various services including:

- Housing Estate ASB Patrols provided by Parkguard Ltd.
- Parks and Council managed Car Parks based ASB Patrols provided by Parkguard Ltd
- Parks Gate Locking Service provided by Parkguard Ltd
- Noise Nuisance patrols provide by an inhouse Noise service.

The current service provided by Parkguard Ltd however is no longer under contract and there is currently no framework agreement in place that Ealing can use to access and commission services for these types of patrols.

2.3 The patrolling services as they currently stand represent an important and valued service which provides:

- Reassurance to residents across the borough with high visibility patrolling in parks and housing estates
- Challenging inappropriate and anti-social behaviour as it happens both during office hours and out of hours at night and on weekends when it is most prevalent.
- Gathering evidence of serious ASB and the identities of perpetrators that is then used to both support Police patrolling and action and enable Council led civil legal proceedings to disrupt and restrict further incidents.
- Provide weapon sweeps in public spaces and Council owned land to help reduce the risk of violent crime.
- Provides a key mechanism in identifying key locations and individuals involved in targeting vulnerable people, including young people, at risk of sexual, criminal or financial exploitation.
- Is a key aspects to the Councils push to manage drug related ASB and violence.
- Provide a gate locking service at key locations across the borough.

The framework tender will seek to re provision all of the above and create an additional patrol which will form the new response to out of hours complaints of noise and low level ASB on a reactive basis.

2.4 As part of on going savings expectations and requirements across Safer Communities a FE proposal was developed that looked to reduce overall costs by commissioning out the noise service to an external patrolling service in much the same manner our Parks and Housing Estates are provided. This change would

lead to an approximate £100k savings per annum on the current service provision model. The new service will commission an additional patrol to provide:

- Out of hours responsive noise patrols to visits and evidence gathering and challenge behaviour
- Out of hours Responsive ASB visits to gather evidence and challenge behaviours
- Out of hours observation of commercial premises activity that give rise to disturbance.

It is anticipated that the service will continue to be accessed by residents via the out of hours 5000 telephone number until we are able to move to an exclusion online form to report instances of nuisance or ASB, the primary purpose of this logging will be to create an online log as opposed to requesting a visit, however the patrol will monitor the incident logs and respond and visit on a risk and priority basis.

2.5 As outlined above it is proposed that a service restructure takes place in Autumn 2019 which will see the noise patrolling aspects commissioned out as part of the wider retendering of the patrolling services already in place. We propose changing the scope of the current Noise Service so that low level complaints are triaged and where possible referred to mediation/ locally negotiated approach.

3. Key Implications

3.1 The service currently provided as part of the parks and housing estates patrol and gate locking scheme provide a key element of the Council's response to manage the space it is responsible for, tackle ASB and crime and provide reassurance to residents using the parks and open spaces across the borough.

3.2 The new patrol providing the noise element will deliver on a challenging saving program, continue to deliver an effect out of hours response and provide additional flexibility with the addition of a further patrolling, meaning the three separate patrols (Parks, Housing Estates, Noise/ ASB) can share their workload at times of higher demand to ensure a significant resource out of hours to respond to events across all three services areas that is efficient and effective.

4. Financial

4.1 Financial impact on the budget

The approved revenue budget cross three separate areas, Parks (GF) for the parks patrol and gate locking, Housing (HRA) for the Housing estate patrols and Noise Nuisance (GF):

	2020/21	2021/22	2022/23	2023/24
	*Revenue £000	Revenue £000	Revenue £000	Revenue £000
Parks	£142	£142	£142	£142
HRA	£120	£120	£120	£120
Noise	£170	£170	£170	£170
Total	£432	£432	£432	£432

There are no new funds being sought in relation to this framework agreement, the above is funded from pre existing funding provision and will enable an approximate £100k saving from the general fund as part of the new commission in relation to the Noise element of the framework. It is hoped that in creating a new framework that can be utilised by other Councils there is the potential to generate some income. As outlined above the spend come from three separate areas, two of which are based within Safer Communities and the third which is an Environment and leisure based budget.

5. Legal

There are a number of legal considerations to be considered as part of the decision to commission this framework to tender. Under the Environmental Protection Act 1990 the Council has a statutory obligation to survey the area they are responsible for from time to time to ensure that nuisance is not caused unnecessarily to its resident. This usually takes the form of a noise patrol service in various forms from small rural Council which may use recording equipment only and provide no responsive service right up to 24 hour, 365 day a year intervention services responding to residents calls for visits and intervention in some large, highly populated boroughs.

This commission noise service would provide this patrolling option for Ealing, gathering evidence of nuisance behaviours in addition to attending low level ASB calls (something the current service is not geared to undertake) and intervening where possible to provide relief for residents and challenge inappropriate behaviours.

The evidence gathered by this service already forms the basis of a number of legal outcomes and actions including civil injunctions, closure orders, criminal behaviours orders applied for by Police, community protection notices, public

space protection order fixed penalty notices or prosecutions, criminal prosecutions for noise nuisance along with a number of other ancillary enforcement outcomes.

The contract will be procured in accordance with the Council's Contract Procedure Rules

6. Value For Money

Proceeding to tender for a framework to include all the above outlined aspects for patrolling work will demonstrate value for money, as the competitive process will ensure value. It is worth noting however that there will be a significant weight given to the quality of the bid however as the key aspect of all patrolling arrangements is the ability to gather and record evidence to a high standard to ensure legal outcomes in any subsequent court action.

7. Sustainability Impact Appraisal

None

8. Risk Management

None

9. Community Safety

The services procured as part of this framework will be the Council's primary focus and resource to ensure and deliver the community safety priority across the borough and be responsible for delivering key aspects of the current administration's manifesto commitments including the enforcement of a Borough wide PSPO recently agreed by Cabinet. The service will provide a front-line activity in the form of high visibility, community reassurance patrol and be a key link and support to local Police in tackling crime. It will ensure that unwarranted and anti social behaviour and activity is not left to go unchallenged and enable the authority to manage its space proactively, ensuring that public and green spaces remain for the enjoyment of all residents and supporting people who are unnecessarily disturbed in their own homes to find relief and support from the Council.

10. Links to the 3 Key Priorities for the Borough

A healthy and great place

Tackling crime and fear of crime is a key aspect in creating a great place to live

11. Equalities, Human Rights and Community Cohesion

None.

12. Staffing/Workforce and Accommodation implications:

The change to commission the Noise element of this framework will be subject to staff consultation process.

13. Property and Assets

None.

14. Consultation

Consultation has taken place between the parts of the Council responsible for commissioning this works. The change to the Noise aspects has also been agreed via a FE saving process.

15. Timetable for Implementation

Oct- Dec 2019	Consultation and creation of tender documentation
January 2020	Request for Tenders
March	Return of initial tenders and evaluation
March / April	Evaluation and negotiations
April / May	Submissions of best and final offers
June	Final evaluation / Decision to approve award of contract
July/ August	Mobilisation
Autumn 2020	Contract start dependent on Mobilisation

17. Appendices

Confidential Appendix 1: Commercial Strategy

18. Background Information

None

Consultation (Mandatory)

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
External				

Report History

Decision type:	Urgency item?
EITHER: Key decision OR Non-key decision OR For information (delete as applicable)	Yes / No (delete as applicable) [Is it a general or special urgency key decision, which was not included in the Forward Plan with at least one month's notice ?] If yes, set out the reasons both why the item was not included and why a decision cannot be deferred.
Report no.:	Report author and contact for queries:
	First and surname, job title



Report for:
ACTION

Item Number: 16

16

Contains Confidential or Exempt Information	NO
Title	Update on School Places, Determination of Statutory Proposals for Havelock Primary School ARP and Children's Services Capital Approvals
Responsible Officer(s)	Gary Redhead, Assistant Director Schools Planning and Resources, gredhead@ealing.gov.uk , 020 8825 5773
Author(s)	Laurence Field, FieldL@ealing.gov.uk , 020 8825 5425 Kim Price, kprice@ealing.gov.uk , 020 8825 8698
Portfolio(s)	Cllr Yvonne Johnson, Schools and Children's Services and Deputy Leader
For Consideration By	Cabinet
Date to be Considered	15 October 2019
Implementation Date if Not Called In	28 October 2019
Affected Wards	All
Keywords/Index	School place planning, Free Schools, primary school, high school, special school, SEN, school expansions, Capital Programme, Determination of Statutory Proposals, Havelock Primary School, Three Bridges Primary School, Invite and Evaluate Tenders, Nursery, Nurseries, School Nurseries Capital Fund, Villiers High School, School Condition Allocation

Purpose of Report:

The purpose of this report is to:

1. Update Cabinet with the progress of school expansions and current projections (including for pupils with Special Educational Needs);
2. Seek approval of the Statutory Proposal to open a 24 place ARP (Additionally Resourced Provision) at Havelock Primary School, a Community School. Cabinet is asked to decide whether, and on what basis, the proposal should be approved and, if approved, to delegate authority to officers to take the necessary steps to implement the proposal. The report sets out the decision making criteria which should be considered in line with Department for Education guidance;
3. Ask Cabinet to note the successful application to the DfE's School Nurseries Capital Fund for nursery accommodation at Three Bridges Primary School and authorise the addition of the Grant funding to the capital programme, and to invite and evaluate tenders for the works contracts;
4. Add School Condition Allocation (SCA) Grant allocation to the capital programme;
5. Seek approval to progress with school places works at Villiers High School;
6. Seek approval not to take up the option to take on a lease of land for a new primary school at the Greenford Green development at the former GlaxoSmithKline and Sunblest site in Greenford, and to provide the land owner with written notice of this.

1. Recommendations

It is recommended that Cabinet:

- i. Notes sections 3.1 and 3.2 which set out the updated projections in relation to demand for primary and secondary school provision across the borough and the proposed strategy to meet demand;
- ii. Notes the progress made with regards to securing additional provision for pupils with Special Educational Needs;
- iii. Approves the proposals for opening a 24 place Additionally Resourced Provision (ARP) at Havelock Primary School. The increase would be phased starting with extra places in 2020;
- iv. Authorises the allocation of £1.500m for the works associated with providing an ARP at Havelock Primary School, from the existing approved Schools SEN Expansion Programme;
- v. Authorises the Executive Director for Children, Adults and Public Health to invite and evaluate tenders for the main works contracts, and any enabling works contracts, required for the provision of the ARP at Havelock Primary School;
- vi. Approves the inclusion of £432,433.00 Grant funding for Three Bridges Primary School Nursery into the capital programme in 2019/20 from new DfE School Nurseries Capital Fund Grant;
- vii. Authorises the Executive Director for Children, Adults and Public Health to invite and evaluate tenders for the works contracts required for the Three Bridges Primary School Nursery to be funded from the £0.432m funding for Three Bridges Primary School Nursery included into the capital programme in recommendation vi;
- viii. Authorises the Executive Director for Children, Adults and Public Health to develop plans and invite and evaluate tenders for the works contracts required for the Villiers High School Places project from the existing approved capital programme for Secondary Schools Expansions based on two Free Schools obtaining a site;
- ix. Approves the inclusion of £379,155.58 Grant funding for High Priority Condition Works into the capital programme in 2019/20 from new Schools Condition Allocation Grant;
- x. Approves the proposal not to take a lease and procure a new primary school on the Greenford Green development at the former GlaxoSmithKline and Sunblest site in Greenford and authorises the Executive Director Children, Adults and Public Health to give written notice of this to the land owner.

2. Reason for Decisions and Options Considered

The Council has a statutory duty to secure sufficient school places and to promote high educational standards, ensure fair access to educational opportunity and promote the fulfillment of every child's educational potential. The Council must also promote choice and diversity.

The legal framework within which Cabinet must consider the proposals is set out in **section 5**.

The relevant background report on projected future demand, Update on the School Expansion Programme, SEN Statutory Proposals and BSF PFI Refinancing October 2018, which was presented to Cabinet on the 16th of October 2018, can be accessed via the following link:

<https://ealing.cmis.uk.com/ealing/Meetings/tabid/70/ctl/ViewMeetingPublic/mid/397/Meeting/4985/Committee/3/Default.aspx>

The relevant background information on the statutory proposals for Havelock Primary School ARP was reported to Cabinet on 14th May 2019, and can be accessed via the following link:

<https://ealing.cmis.uk.com/ealing/Meetings/tabid/70/ctl/ViewMeetingPublic/mid/397/Meeting/6180/Committee/3/Default.aspx>

Under the Council's Constitution, Cabinet approval is required to proceed with schemes over £1.000m in value, Portfolio Holder approval is required in order to proceed with schemes between £0.500m and £1.000m, and the schemes up to £0.500m per annum fall within Director delegated powers.

3. Key Implications

3.1. Primary School Places, 4- 11 year olds

Current programme

Expansion of primary school places in Ealing began in 2008, and more than half of all schools either expanded or took at least one bulge class. The primary expansion programme provided 34.5 forms of entry (FE) – 27.5FE in permanent expansions and 7FE in new schools - with 33.5 FE of these available as permanent school places in September 2019. The Council continues to hold off on providing the additional 1FE places at St John's (which was rebuilt as a 3FE primary school as part of the regeneration of the Green Man estate) as the latest data suggests there continue to be sufficient places without it.

Births

The rise in birth rate was the key factor influencing the increase in demand for places in Ealing, with a 31% rise in births over the eight year period between 2002/03 and 2010/11. This increase in births was largely been driven by migrant communities, with births to mothers born in England actually declining during this period and the proportion of births to mothers born outside of the UK increasing from 57% to 72% of births.

Table 1 Births over time with corresponding year of entry to reception

Year	Entry into reception	Entry into year 7	Number of births
Births 02-03	Sep 07	Sep 14	4,469
Births 03-04	Sep 08	Sep 15	4,599
Births 04-05	Sep 09	Sep 16	4,841
Births 05-06	Sep 10	Sep 17	4,976
Births 06-07	Sep 11	Sep 18	5,231
Births 07-08	Sep 12	Sep 19	5,573
Births 08-09	Sep 13	Sep 20	5,548
Births 09-10	Sep 14	Sep 21	5,829
Births 10-11	Sep 15	Sep 22	5,842
Births 11-12	Sep 16	Sep 23	5,750
Births 12-13	Sep 17	Sep 24	5,606
Births 13-14	Sep 18	Sep 25	5,442
Births 14-15	Sep 19	Sep 26	5,324
Births 15-16	Sep 20	Sep 27	5,205
Births 16-17	Sep 21	Sep 28	5,144
Births 17-18	Sep 22	Sep 29	4,888

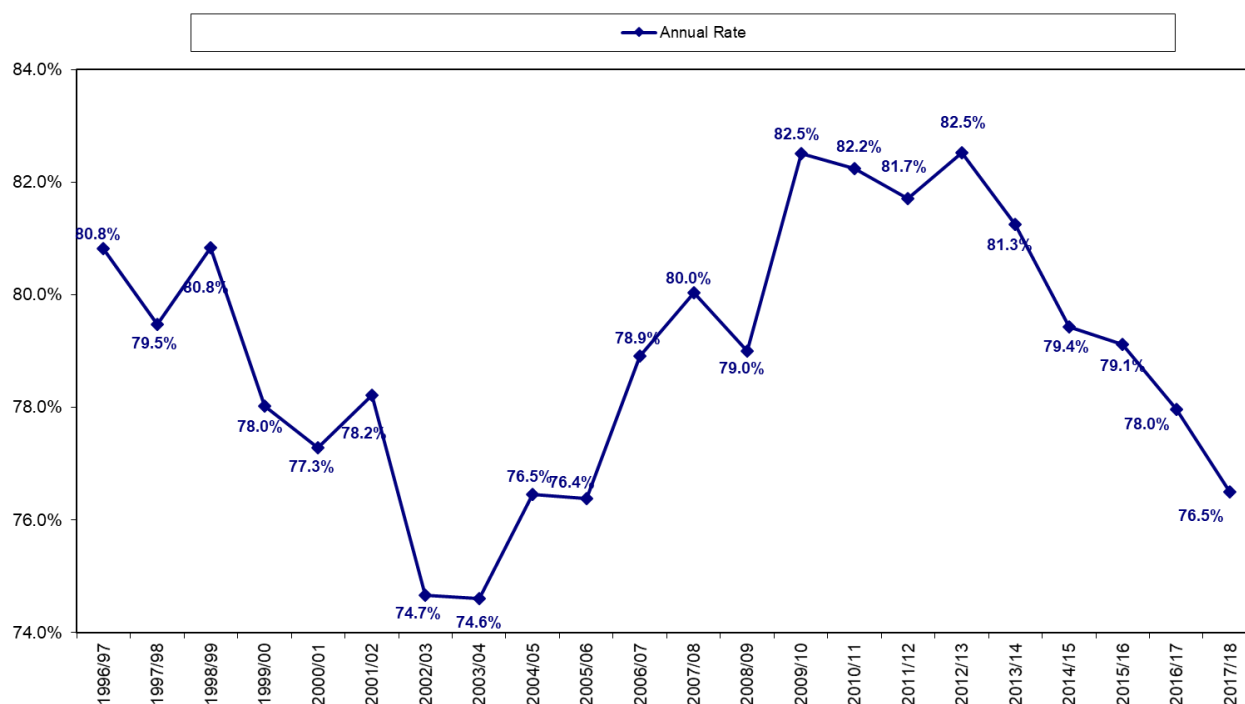
The September 2015 primary school intake (born in 2010/11) represented the peak in births (5,842) and they dropped back to 4,888 in 2017/18 (the September 2022 intake). The latest published calendar year birth figure for 2018 is 4,732, which is more than 1000 less than it was at the peak but remains higher than before births began to rise.

Retention

Migration from and births to families from Eastern Europe (particularly Poland) was a key driver in the increase in pupil numbers in Ealing, with the Polish speaking population of Ealing schools increasing by more than 3,000 over the 10 year period from January 2007 to January 2017. This population has since fallen, with 222 fewer Polish speaking children entering reception in 2018/19 compared to the peak in 2015/16, indicating this population may be starting to move away from Ealing, possibly following the Brexit vote in 2016. This is one of the key reasons behind the falling birth to reception retention ratio at primary school (from 82.5% five years ago to 76.5% in 2017/18). An increase in domestic out migration away from Ealing (due to rising housing costs, housing policy, the tightening of the benefit cap and catch up migration following the slowdown during the recession) also appears to be a contributing factor.

Figure 1 shows this fall in birth to reception retention, which is now at the lowest it has been for 12 years.

Figure 1: Birth to Reception cohort survival rates



Future Demand

In total, Ealing had 4,770 reception places in September 2018. This was enough to meet the demand generated by the corresponding 5,442 live births, with 4,287 children on roll in reception in January 2019. This represented a surplus of 10% which was managed in consultation with schools.

The Council has taken formal steps to manage the projected surplus for September 2019, with 5 temporary reductions agreed by the schools adjudicator. The 4,590 places available for September 2019 after these reductions are expected to be sufficient to meet the demand generated by the lower number of corresponding births (5,320), with a projected reception 7.3% surplus (4,255). The Council will then formally reduce planned admission numbers (PANs) at 8 schools from September 2020, taking the overall number of places available from September 2018 to 4,470.

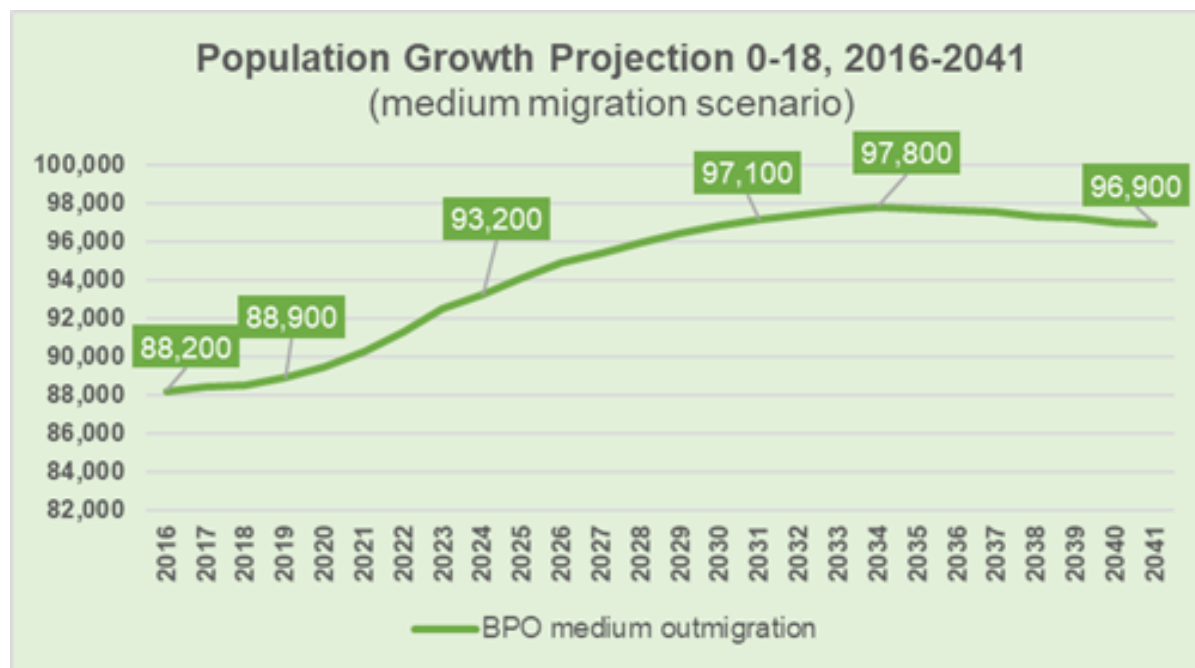
The GLA are currently projecting that births in Ealing will remain in the region of 4,900 - 5,000 for the next five years. The Council therefore expects to have sufficient capacity to meet demand over the five year projection period and beyond based on our retention ratio model, with an increasing number of surplus places (projected to be 15.6% in reception (based on PAN) and also 15.6% across Reception to Year 6 by 2022/23). The Council will continue to work closely with schools to manage this projected surplus.

However, while the projections indicate that the Council will have sufficient capacity overall for primary places, they do not take full account of the potential impact in small areas within planning areas of new housing developments already under construction or planned. The position will therefore be kept under annual review. In particular, the major planned housing developments at Southall Waterside, and on adjacent sites to the east of Southall station, could potentially add 10,000 additional residential units over the next 10-20 years based on the latest plans. The child yields from these additional units are not yet factored into the retention ratio projection model. 2FE free

schools have been allowed for at the Southall Waterside and Middlesex Business Centre developments to meet this additional demand.

The GLA is projecting that the 0-18 year old borough population will reach 93,200 by 2024, peaking at 97,800 in 2034, increases of 5% and 10% respectively. Having previously increased by 23% between 2001 and 2018, this suggests that the overall 0-18 population in Ealing could be 36% higher by 2034 than it was in 2001. Whilst this is beyond the school places projection period, a significantly larger 0-18 population would be expected to be reflected in demand for school places. **Figure 2** shows the GLA 0-18 borough population projection for the period 2016-2041.

Figure 2: Population Growth Projection 0-18 year olds, 2016-2041



3.2. Secondary School Places, 11- 16 year olds

Current Programme

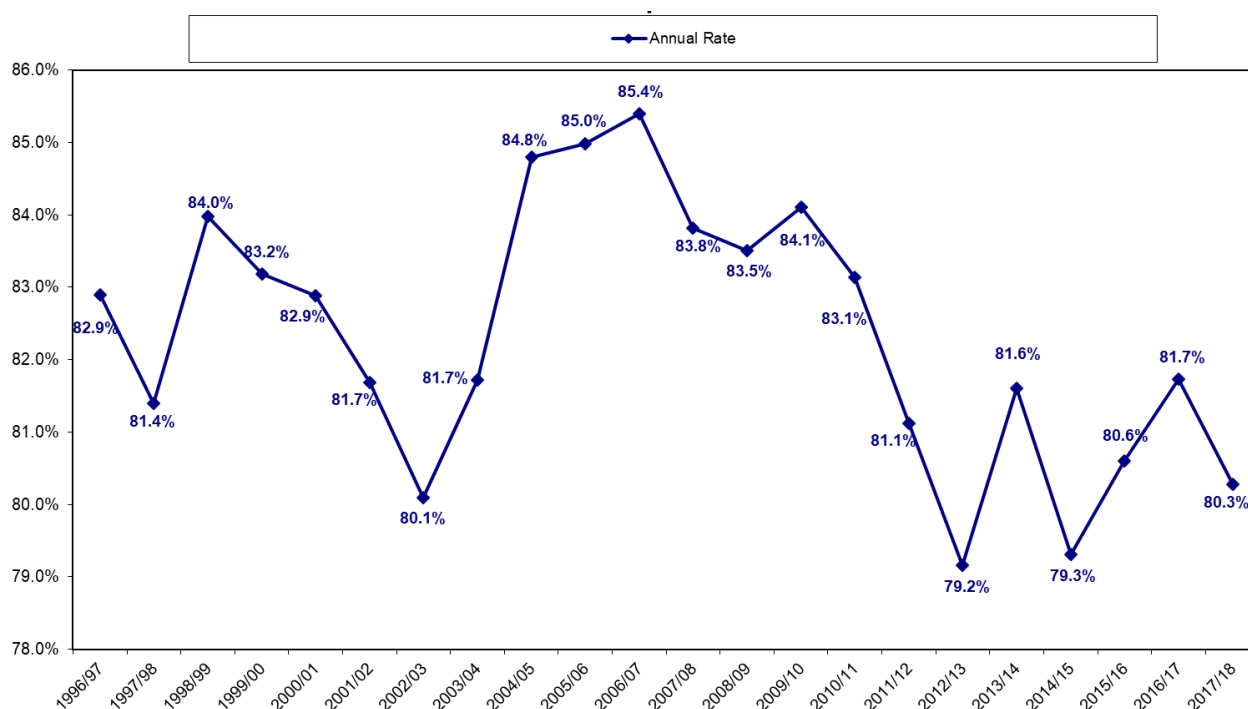
The significant increase in births is now impacting on the secondary sector, with year 7 numbers rising sharply in September 2016 and further significant increases projected for September 2019. There are currently surplus places in the secondary sector, concentrated in two schools in the west of the borough and one school in the east. Many of the remaining schools are heavily oversubscribed.

To date, the Council has delivered a 2FE expansion in Southall in 2012, 4FE by expanding two schools in Ealing in 2016, and a 2FE expansion in Greenford in 2018. Three new secondary free schools have also opened in the borough, a 6.5FE school in GNP in 2013, a 4FE school in Ealing in 2016 and a 6.5FE free school (Ada Lovelace, which initially opened on a temporary site in GNP in 2018 with a reduced PAN of 125 and which will increase to 200 places from September 2020 when it moves to its permanent site in Ealing). Ark Acton Academy opened with a PAN 180 in September 2018, 2FE lower than its predecessor school. This took the total year 7 permanent places available in September 2018 to 3,561, with 3,298 on roll in year 7 in January 2019.

Retention

Ealing currently exports 26% of its secondary age children to out borough state funded high schools (January 2019), while importing only 11% of its high school intake. In total, the net difference is over 3,000 children, making Ealing the second largest net exporter of secondary pupils in London, with net cross border flows between Hounslow (981), Hillingdon (713) and Hammersmith and Fulham (528) contributing the bulk of the net exports. This is more than 500 pupils higher than it was in 2013 largely due to demand significantly outstripping capacity in the Ealing area of the borough, where the current secondary schools are operating at full capacity. There has, however, been a small decrease in net outflows to Hounslow following the opening of Ealing Fields free school near the border. The projections currently assume that the opening of Ada Lovelace and Ark Soane, together with the recovery of parental perception at the small number of existing schools with vacancies will lead to a fall in net exports and a corresponding rise in year 6 to 7 retention back up from the current 80.3% to 84% (a retention rate last seen in Ealing 8 years ago) over the next 5 years. **Figure 3** shows the pattern of year 6 to 7 retention rates over the past 20 years.

Figure 3: Year 6 to Year 7 Replacement Ratios



Future Programme

The permanent planned admission number remained at 3,561 for September 2019, although an additional 30 place bulge class offered and filled at Villiers High School took the total number of year 7 places to 3,591. This will rise to 3,676 in 2020 once Ada Lovelace is taking its revised full planned number of 200 and Ealing Fields has increased its planned number to 150, although it is expected to reduce by 60 to 3,616 following the rebuild of Northolt High School as a 6FE school. Based on latest projections this would represent a shortfall of 2.5 forms of entry in September 2021 across the borough and at area level a shortfall of 4 forms of entry in Acton over the next three years, before demand is projected to begin to come back down.

Table 2 shows year-by-year the planned high school capacity shortfall by area within the borough (excluding Ark Soane).

Table 2: Planned high school capacity the shortfall by area (excluding Ark Soane), 2018-2024

High School Planning Area	Agreed high school capacity (PAN) - in Forms of entry	Shortfall by forms of entry						
		Sep-18	Sep-19	Sep-20	Sep-21	Sep-22	Sep-23	Sep-24
Acton	19.5	2.2	-0.4	-4.0	-3.4	-3.6	-1.7	-0.3
Ealing	33.5 (rising to 37.0 from 2020)	-0.3	-0.7	1.1	-0.8	0.2	-0.5	0.7
GNP	40.7 (dropping to 38.7 from 2021)	4.7	2.7	2.7	0.8	1.6	2.6	4.0
Southall	25 (rising to 25.3 from 2020)	2.4	-0.7	1.4	1.2	1.4	1.6	2.2
Ealing	118.7 (rising to 126.5 from 2020)	8.9	0.9	1.2	-2.3	-0.4	1.9	6.7
Ealing (if you zero off the excess)*		-0.3	-1.8	-4.0	-4.2	-3.6	-2.3	-0.3

*i.e. if you only look at the shortfalls and disregard surplus

Positive figures in the above table indicate surplus, negative indicate shortfall (based on capacity versus expected pupil numbers)

Key

 shortfall of 1 form of entry or more

Plans are in place to meet this need through the establishment of a further new Free School (Ark Soane High School) in 2020 which would provide 6FE of secondary places. With these additional 180 places, the Council expects to have sufficient capacity (3,856) to meet demand for the remainder of the projection period, based on our latest projections (which peak at 3,684 in 2021/22).

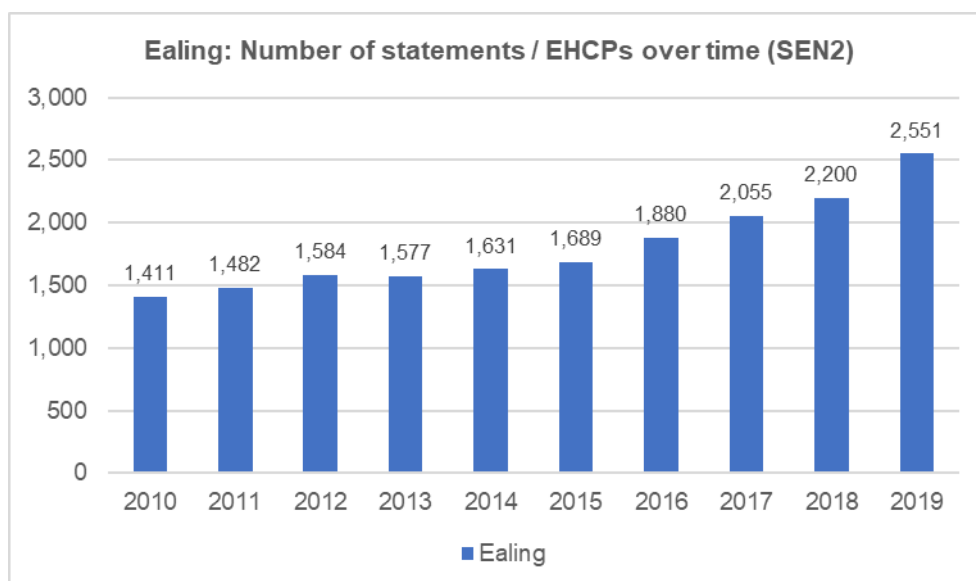
There is, however, likely to be a need for further secondary capacity over the next 10 years in Southall arising from the major planned residential developments outlined above, which are not yet factored into the projection model. The Council is keeping the timings and potential child yield from these developments under close review and working closely with schools in the area to look at potential options to meet this demand.

3.3. Places for pupils with Special Educational Needs (primary, secondary and post 16)

Trends and projections

The overall number of children and young people (age 0-25) with EHCPs has increased by 351 in the past year to 2,551 in 2018/19. This equates to an increase of 16%, compared to 11% growth in London and nationally. In total this represents a growth of 920 plans (56%) since 2014, slightly higher than the growth seen in London (48%) and nationally (49%). **Figure 4** shows the increase in the number of statements/EHCPs over time.

Figure 4 Number of statements/EHCPs over time



The number of primary age children (3-10) with EHCPs continues to grow, with an 11% increase from 1,032 in 2017/18 to 1,143 in 2018/19. This represents a 42% growth in the past 5 years. The number of secondary age children (11-15), with statements or EHCPs, increased by 18% from 662 to 782 in the past year, having remained relatively stable for the previous 5 years. The number of 16-25 year olds with an EHCP continues to grow, with increasing numbers of young people in further education colleges and other specialist post 16 institutions, who would not previously have had a statement, now having an EHCP. This has resulted in the 16-25 EHCP population increasing from 176 in 2014/15 to 626 in 2018/19, with a 23% rise in the past year.

The Council has commissioned an independent detailed SEN projection model which takes account of recent trends in joiners, leavers and movers between different types of provision among different types of need. Overall, if recent trends continue, the number of EHCPs is now expected to increase to over 3,100 plans in the next 5 years. The majority of this growth is expected to be among secondary age children, as the population bulge moves from primary to secondary, and among young people age 16-25.

Current and Projected numbers of EHCPs in 5 years.

	Current (2019)	5 years (2024)	Change
Primary	1143	1,168	+25
Secondary	782	1064	+282
16-25	626	900	+276
Total	2,551	3,132	+581

Current Programme

Since 2013, the Council has expanded special schools and has increased capacity by 131 places (with 91 of these in primary age schools and 40 in all-through schools). Statutory notices have been approved for the expansion of Belvue School to 160 places (11 to 16) plus sixth form and to expand St Ann's school to 105 places (11 to

19). Works associated with both of these expansions are currently under way. Overall, this will add 45 extra places to Secondary Special school capacity.

Further capacity has been added in the form of Additionally Resourced Provision (ARP) in mainstream schools. In primary schools, an ARP at Coston Primary opened in September 2018 with capacity for 21 places. A further ARP at Willow Tree Primary opened in September 2019 with capacity for 24 places.

In high schools, ARPs are now open at Elthorne Park (15 places), William Perkin (30 places), Greenford High (20 places), and Twyford High (20 places), alongside the already established provision for 20 places at Dormers Wells High School.

Future requirements

For mainstream school provision, plans are being developed for 48 further places in primary phase ARPs across two schools, and two further ARPs at high schools which would provide an additional 40 places (8 places per year).

For secondary phase special schools, from 2019, we anticipate that there will continue to be additional demand as more pupils leave the expanded primary special schools and move through into the secondary sector. More local provision is being developed for secondary age students to decrease dependency on out of borough, non-maintained and independent specialist provision. Following the approval of statutory notices, contracts have been awarded and contractors are on site for the expansion of places at Belvue and St Ann's Schools. The potential for further additional SEN places is also being investigated.

Post 16 Future requirements

For post 16 provision, the LA has completed a widespread review of SEN Post 16 commissioning with a focus on identifying pathways which offer the best opportunities for young people to prepare for adulthood.

The consensus view is that moving forward with arrangements that allow colleges and schools to plan and deliver programmes more closely together will achieve better outcomes for young people through to age 25 and beyond. In the first instance, the Ken Acock Centre at Belvue School added work-related provision for those with learning difficulties and provides a strong vocational pathway from school to college for a group of young people significantly under-represented in the workforce. Up to 40 further post-16 places are projected to be needed in the borough. 30 additional places are being provided through extending the age range at Springhallow School to include 16-19 provision based at the Redwood College site. The West London post-16 review has also highlighted collaborative working to expand the range of options and use our combined specialisms. A variety of routes are available for securing new provision, including a combination of existing special schools and colleges.

3.4 Havelock Primary School ARP

SECTION 1: BACKGROUND

The Havelock Primary School proposal forms part of the approved and funded Schools SEN Expansions Programme.

SECTION 2: Determination of proposals to open a 24-place Additionally Resourced Provision (ARP) at Havelock Primary School

The proposal under consideration is to open a 24-place ARP at Havelock Primary School. The increase would be phased with extra places available in 2020. Admissions to Havelock Primary School will continue to be coordinated by the Local Authority based on the needs set out in a pupil's Education, Health and Care Plan.

The proposed ARP will require investment in the facilities at the Havelock Primary School site and will be implemented as part of the Council's capital programme. Building works will be required to provide additional classrooms, learning and ancillary spaces to accommodate the extra pupils. Additional teaching and non-teaching staff will also be recruited.

Consultees were asked to comment upon proposals which will include classrooms, teaching rooms (for groups etc.), staff spaces and other matters associated with such an expansion.

SECTION 3: Summary of Statutory Proposals

The decision maker (Cabinet) is asked to approve the opening of the ARP at Havelock Primary School.

Factors for Cabinet to consider

In October 2018, the Department for Education issued guidance entitled Making significant changes ('prescribed alterations') to maintained schools.

<https://www.gov.uk/government/publications/school-organisation-maintained-schools>

The Guidance sets out some of the factors that Cabinet should consider when deciding on a proposal. These factors are not exhaustive and the importance of each will vary depending on the type and circumstances of the proposal. They are set out in **appendix A**.

Decision makers must consider this proposal on its individual merits and consider all the views submitted including all objections to, and comments on. The key issues raised have been noted in **appendix C**.

With regard to the statutory consultation period, the Notice (**appendix B**) was completed using the applicable Department for Education (DfE) prescribed alterations template and guidance. This proposal is not related to any other proposal. All statutory requirements were carried out regarding the consultation. Details of the consultation are included in **appendix A** and a copy of the Notice is attached in **appendix B**.

Notification of the publication of the Statutory Notice and Statutory Proposal was advertised widely, in line with DfE guidance. The permanent proposal for the opening of an ARP at Havelock Primary School was published in the Ealing Gazette on Friday 6th September 2019 (with a four week representation period ending 4th October 2019). Copies were displayed at the school's entrance and placed on the consultation section of the Council's website for the duration of the statutory consultation period. The complete proposal was available via the Council's website or in hard copy on request.

The publication of the Statutory Proposal opened a representation period as stated above. During this time, any person could object to or make comments on the proposals by sending written representation to the Council directly or via the school office, to have their views on the proposals taken into consideration by the decision maker (Cabinet in this instance). Statements of support for the proposal from the Governing Body, Headteacher and Deputy Headteachers are included in **appendix C**.

No other representations were received in response to the publication of the Statutory Proposal.

An informal consultation was undertaken in the first instance in January and February 2019, which progressed to the statutory consultation in September 2019; details of this are included in **appendix A**. All written representations relating to the initial consultation and statutory proposals can be made available in hard copy upon request. Comments in relation to the factors which Cabinet should consider are set out separately in **appendix A**.

3.5 Three Bridges Primary School Nursery

Grant funding has been obtained from the DfE's School Nurseries Capital Fund (SNCF) to provide new build accommodation for Three Bridges Primary School nursery to enable it to provide wrap-around care for nursery age pupils. The DfE advised in July 2019 that the Council's application was one of 66 approved from 143 submitted projects.

The aim of the SNCF is to create new high-quality school-based nursery places, targeted at closing the gap for disadvantaged children. This investment forms part of the government's commitment to build more school-based nurseries and to boost social mobility.

The project will provide new nursery accommodation at the school which will enable the extended nursery offer to be provided whilst also providing a significant improvement in the quality of the environment that the nursery education is provided in.

3.6 Villiers High School

Villiers High School is an 8FE community secondary school in Southall with 1,332 pupils aged 11-19 on roll at the time of summer 2019 school census, 204 of which were post-16. The school's planned admission capacity is 1500, 300 of which is post-16. The school's existing accommodation has a capacity of 1,246 pupils, which is well below their total capacity of 1,500 pupils.

Comparison of the existing school accommodation areas with Building Bulletin site area guidelines highlights a lack of teaching areas and learning resource areas for the existing numbers of pupils, with an over allocation to staff and administration areas. For the intended 1,500 pupils, 8 Forms of Entry (FE) plus sixth form, there would be an insufficiency in all areas within the existing school buildings.

This project proposes additional accommodation and improvements to areas of the site to allow the school to increase its intake to its full planned 8FE plus sixth form intake.

Southall is the location for a number of large residential housing developments totalling approximately 10,000 new homes, including c4,000 at the former Southall Gas Works and c2,000 each at the former Middlesex Business Centre and Honey Monster factory sites. The school has also recently been assessed by Ofsted as Outstanding in all areas of the assessment which compares to Good at the previous inspection. This is anticipated to further increase demand for places.

The school has taken an additional form of entry in September 2019 to meet increased demand for places following the delay in opening of Ark Soane Academy in Acton until September 2020.

A master plan is also being developed for this site as an option for responding to the anticipated increase in demand for places in Southall as the numerous residential developments are completed over the next 10-20 years. The current proposals are being developed in such a way as to allow further future expansion if required.

3.7 Schools Condition Allocation Grant

The ESFA advised the Council in April 2019 that its School Condition Allocation for 2019-20 would be £3.879m. £3.500m had previously been estimated in the capital programme to enable the summer 2019 works programme to be progressed. Now that the allocation has been confirmed, the additional £0.379m grant requires inclusion in the capital programme for 2019-20.

3.8 Greenford Green Development on the former GlaxoSmithKline and Sunblest Site

The Section 106 Planning Agreement relating to the redevelopment of the former Glaxo Smith Kline and former Sunblest Bakery Site at Greenford Road, Greenford UB6 0HE, required an area of the site adjacent to Oldfield Lane North to be made available on a 125 year lease for no premium and on a peppercorn ground rent for a 2 form entry primary school and nursery to be built by the Council or Education and Skills Funding Agency (ESFA). The timetable for delivery of the school was to be from 2020/21.

Section 3.1 of this report sets out the current position relating to primary school places in the borough. It is not currently felt that an additional school is required at this location to meet demand for places generated from the development. A primary phase education capital funding contribution is provided for in the S106 agreement for investment in education provision but a new school would require significant additional investment by either the Council or the ESFA. The ESFA has been consulted and have confirmed that they have no plans in their pipeline for a new school on this site. There is no funding for a new primary school in the Council's capital programme and no further Basic Need grant is currently expected to be allocated for primary school places. It is therefore recommended that the option to take on a lease for the area of land available for the school is not taken up and that the developer be provided with written notice of this.

4. Financial Implications

Financial impact on the budget

4.1 Schools Expansions

Expansion of school places requires significant capital spend and the estimated expenditure for the agreed programme is subject to review and may change. The Council's schemes described in this report will be funded from the existing approved budgets in the capital programme which are summarised in **Table 3** below.

Table 3. Schools Expansions

Item	Scheme	Budget 2019/20	Budget 2020/21	Budget 2021/22	Budget 2022/23	Total Budget 2019/20 to 2022/23
		£m	£m	£m	£m	£m
	Primary and Special Schools	12.570	2.481	9.650	5.150	29.851
	Secondary Schools	4.671	7.512	7.000	0.000	19.183
	Total	17.241	9.993	16.650	5.150	49.034

The detailed expenditure for the schemes will be monitored by the Budget Holder and Service Management as part of the overall monitoring process.

4.2 Havelock Primary School ARP

The Havelock Primary School ARP expenditure will be funded from the Schools SEN Expansion Programme capital scheme budget as shown in **Table 4** below. The ARP will operate within new accommodation on the existing school site. The cost of the works required to provide this in standalone accommodation are considerably lower than was found to be the case for a combination of remodelling of existing accommodation along with provision of new build accommodation. This was because the remodelling option would require a significant area of remodelling to allow the rest of the school to continue to operate unaffected, in addition to new build accommodation that would only be slightly smaller. It is anticipated that there will be spend of £0.060m in 2019-20 with the remaining £1.440m in 2020-21.

Table 4. Schools SEN Expansion Programme capital programme budget

Item Ref.	Scheme	Budget 2019/20	Budget 2020/21	Budget 2021/22	Budget 2022/23	Total Budget 2019/20- 2022/23
		£m	£m	£m	£m	£m
0027	Schools SEN Expansion Programme	5.421	2.181	1.250	1.750	10.602

4.3 Three Bridges Primary School Nursery

The DfE Grant funding allocated for Three Bridges Primary School Nursery and for inclusion into the capital programme is shown in **Table 5** as follows:

Table 5. New Funding Stream for Three Bridges Nursery

Item Ref.	Scheme	Funding Source	Budget 2019/20	Budget 2020/21	Budget 2021/22	Revised Total Budget 2019/20 to
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						2021/22
			£m	£m	£m	£m
NEW ITEM	Three Bridges Nursery	Grant	0.075	0.357	-	0.432

4.4 Villiers High School Places

The Villiers High School Places expenditure will be funded from the Secondary Schools Expansions based on two Free Schools obtaining a site capital programme budget as shown in **Table 6** below. The revised capital programme item and funding profile is shown in **Table 7**.

Table 6. Existing capital programme budget and funding source for Secondary Schools Expansions based on two Free Schools obtaining a site

Item Ref.	Scheme	Funding Source	Budget 2019/20	Budget 2020/21	Budget 2021/22	Budget 2022/23	Total Budget 2019/20-2022/23
			£m	£m	£m	£m	£m
0027	Secondary Schools Expansions based on two Free Schools obtaining a site	Grant	1.488	6.512	7.000	-	15.000

Table 7: Revised capital programme budget and funding source - Villiers High School capital

Item Ref.	Scheme	Funding Source	Budget 2019/20	Budget 2020/21	Budget 2021/22	Budget 2022/23	Total Budget 2019/20-2022/23
			£m	£m	£m	£m	£m
0027	Villiers High School Places	Grant	0.200	0.200	7.000	7.600	15.000

4.5 Schools Condition Allocation Grant

Revised Schools High Priority Condition Works Programme funding is set out in **Table 8** below following the April 2019 announcement of a £3.879m allocation for 2019/20. £3.500m had previously been estimated for programming purposes.

Table 8. Revised Schools Condition capital programme and funding source

Item Ref.	Scheme	Funding Source	2019/20 £m	2020/21 £m	2021/22 £m Estimate	Total 2019-22 £m
46	High Priority Condition Works	Grant	4.661	3.750	3.750	12.161

5. Legal

Any contracts for building works described in this report will be let in accordance with the Council's Contract Procedure Rules and the Public Contract Regulations 2015 (as amended) as applicable.

Duties in relation to children of school age

Councils have a statutory duty to ensure that there are sufficient school places in their area. They must also promote high educational standards, increased parental choice, ensure fair access to educational opportunity and promote the fulfilment of every child's educational potential.

In relation to the expansion of maintained schools, the planning of SEN provision and the corresponding increase in published admissions numbers the Council is currently required to comply with the following statutory framework so far as maintained schools are concerned.

The Education and Inspections Act 2006, the School Organisation (Establishment and Discontinuance of Schools) Regulations 2013 and the School Organisation (Prescribed Alterations to Maintained Schools) (England) Regulations 2013 establish detailed procedures for the establishment of new schools and the making of prescribed alterations to existing schools including enlargement and the establishment or discontinuance of provision that is recognised as reserved for children with special educational needs.

The procedures include the publication of statutory notices and proposals containing prescribed information and defined consultation periods.

In October 2018, statutory guidance was published entitled 'Making Significant changes (prescribed alterations) to maintained schools. Part 5 of this guidance sets out the four stages for making prescribed alterations. Also in October 2018, the Department for Education published Departmental Guidance for Academy Trusts entitled 'Making significant changes to an open academy and closure by mutual agreement'.

The Guidance for Decision makers contains factors which are relevant to all types of proposals.

Statutory proposals are required for cumulative expansions in prescribed circumstances, including the making permanent of any temporary enlargement where the enlargement is in place for three years or more.

The regulations provide for conditional approval of proposals to be made in certain circumstances. These include the grant of planning permission.

The decision maker must set a date by which the condition must be met. The condition to be met date must be before the proposed implementation date of the proposal.

Since the abolition of School Organisation Committees in 2007 Cabinet has had the responsibility under the Constitution to agree matters relating to school organisation in the borough, which are not within the legal remit of the Schools Adjudicator or the Secretary of State.

Cabinet is required to consider the proposal and either:

- a) Reject it
- b) Approve it
- c) Approve it with such modifications as they think desirable after consultation
- d) Approve it conditional to an event occurring by a date specified

Cabinet must give reasons for each decision, irrespective of whether the proposal is rejected or approved, including the main factors/criteria for the decision. If conditional approval is granted, Cabinet must set a date by which the condition should be met.

If Cabinet fails to decide proposals within two months of the end of the representation period the LA must forward proposals to the Schools Adjudicator for decision, within one week of the end of the two-month period.

A copy of all decisions must be forwarded to applicable bodies prescribed in the Guidance, including the Secretary of State, Diocesan Authorities, objectors to the proposals etc. The Governing Body of schools subject to the proposals and the local Diocesan Authorities may appeal against a decision, to the Schools Adjudicator. Appeals must be submitted within four weeks of the decision.

Proposers are under a statutory duty to implement any proposals which a local authority or the Schools Adjudicator has approved by the approved implementation date.

If proposers cannot implement approved proposals they must publish fresh proposals to be relieved of the duty to implement. To approve revocation proposals Cabinet must be satisfied that implementation of the existing proposals would be unreasonably difficult or that circumstances have so altered since the original proposals were approved that their implementation would be inappropriate.

Under the School Premises (England) Regulations 2012 suitable outdoor space must be provided in order to enable:

- a) Physical Education to be provided to pupils in accordance with the school curriculum; and
- b) Pupils to play outside

In regard to public law and equalities considerations

When making decisions the Council must act reasonably and rationally. It must take into account all relevant information and disregard all irrelevant information and consult those affected, taking into account their views before final decisions are made. It must also comply with its legal duties, including relating to equalities.

Special Educational Needs Provision

Local Authorities have overall responsibility for making sure that children's Special

Educational Needs (SEN) are met. A revised statutory framework under the Children and Families Act 2014 was brought into force in September 2014.

Under S27 Local Authorities must keep under review the educational, training and social care provision made for children who have SEN or a disability and consider the extent to which the provision is sufficient to meet the needs of the children and young people concerned.

In exercising its functions under S27 Authorities must consult children, young people and parents, the governing bodies of maintained schools, nursery schools, Academies, post 16 institutions, non-maintained special schools, advisory boards of Children Centres, providers of early years education and the governing bodies and proprietors institutions outside the area the authority thinks are or are likely to be attended by children and young people in the area, youth offending team and such other persons as the authority thinks is appropriate.

Local Authorities must also have regard to the Joint Strategic Needs Analysis and Health and Wellbeing Strategy in the exercise of this function.

Human Rights

The United Kingdom is a signatory to the European Convention on Human Rights (ECHR) which came into force as an international treaty in 1953. The Convention comprises a statement of rights, which signatory states guarantee, and incorporates machinery and procedures for their enforcement through the European Commission of Human Rights and the European Court of Human Rights in Strasbourg.

The provisions of the ECHR which are of most relevance to compulsory purchase in this context are as follows.

Article 6 - "In the determination of his civil rights and obligationseveryone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law...."

Article 8 - "Everyone has the right to respect for his private and family life, his home and his correspondence. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country. For the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others."

Article 1 of the First Protocol - "Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and the general principles of international law. The preceding provisions shall not, however, in any way impair the right of the state to enforce such laws as it deems necessary to control the use of property in accordance with the general interest."

The Human Rights Act 1998 came fully into force on 2 October 2000, incorporating the provisions of the ECHR into domestic law.

Although the ECHR guarantees the right to peaceful enjoyment of property, it is clear from Article 1 of the First Protocol that compulsory acquisition of land does not involve an infringement of the ECHR so long as it is done in the public interest and subject to

the law laid down by statute. Similar considerations apply to Article 8. States are given a "margin of appreciation" in deciding for themselves what constitutes sufficient public interest to justify a compulsory acquisition.

Public Law and Equalities Considerations

When making decisions the Council must act reasonably and rationally. It must take into account all relevant information and disregard all irrelevant information and consult those affected, taking into account their views before final decisions are made. It must also comply with its legal duties, including relating to equalities.

As public bodies schools and local authorities have duties, known as the 'public sector equalities duties' under S 149 the Equality Act 2010.

The Equality Act 2010 places separate duties on Local Authorities as the responsible body (alongside the governing body) for schools maintained by the local authority.

6. Value for Money

All proposals pursued are subject to rigorous value for money (VfM) procedures through the feasibility study and option appraisal process. Providing Cabinet approval is granted, tenders will be sought in accordance with the Contract Procedure Rules and Public Contracts Regulations 2015 (as amended) as appropriate and will be evaluated to establish the most economically advantageous tender to the Council. During the execution of the projects, regular progress review meetings will be held to ensure the projects are being executed to the approved budget and the timescales.

7. Sustainability Impact Appraisal

The planning applications for building works will include an assessment of the impact on sustainability as outlined within the Council's procurement policies.

8. Risk Management

It is recognised that pupil projections may either under or overestimate future numbers and become less accurate the further into the future they go. Projections are kept under review as new data becomes available, including the termly pupil censuses and live birth data. The last detailed report on birth rate figures and population projections was presented to Cabinet in October 2018, the link for which is provided in section 2 of this report.

The programme is phased where practicable to spread the cost of the work and allow adjustments to the programme should there be changes to the projected figures.

There are risks arising from construction cost increases, and the position will be monitored throughout the process.

There are established processes for managing capital projects and risks are identified and managed as part of the project management process. Associated tendering processes will comply with best practice and be fully compliant with the Contract Procedure Rules and the requirements under the Public Contracts Regulations 2015 (as amended) as appropriate.

9. Community Safety

Not applicable

10. Links to the 3 Priorities for the Borough

The project is linked to 'Opportunities and living incomes' and 'A healthy and great place' priorities.

11. Equalities, Human Rights and Community Cohesion

An EIA has been completed and the Council will continue to observe its equalities duties with respect to ensuring that sufficient school places are available to meet demand.

12. Staffing/Workforce and Accommodation implications

Implications of the expansion programme will be managed within existing Council staff and any partner consultants. School expansions will have an impact on the school workforce and on school accommodation (i.e. appropriate expansion of staff and accommodation to manage additional pupils).

13. Property and Assets

This report deals with schools' property and assets.

14. Any other implications

None.

15. Consultation

Officers have consulted widely with schools on the demand for primary and high school places and the pressures faced in meeting this demand. In respect of formal proposals, statutory consultation requirements will be met. (See appendix A, B and C)

16. Timetable for Implementation

Havelock Primary School ARP

Cabinet Approval (if provided)	October 2019
Construction works start on site	April 2020
Completion of works on site	August 2020

Three Bridges nursery

Cabinet Approval (if provided)	October 2019
Construction works start on site	April 2020
Completion of works on site	August 2020

17. Appendices

Appendix A: Havelock ARP Consultation Feedback report

Appendix B: Havelock ARP Statutory Notice

Appendix C: Havelock ARP Representations received during period of representation

18. Background Information

1. Reports to Cabinet on need to increase school places in schools (particularly the reports of April 2008, December 2008, April 2009, September 2009, January 2010, July 2010, December 2010, January 2011, July 2011, September 2011, December 2011, January 2012, March 2012, July 2012, December 2012, January 2013, March 2013, April 2013, June 2013, October 2013, April 2014, September 2015, October 2016, October 2017 and October 2018), are available on the Council's website at the following address: <http://ealing.cmis.uk.com/ealing/Home.aspx>

2. Earlier consultation papers and the summary of the results are available on the Council's website at: www.ealing.gov.uk/pastconsultations

3. Statutory Guidance

Available at <https://www.gov.uk/government/publications/school-organisation-maintained-schools>

Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
Internal				
Cllr. Yvonne Johnson	Portfolio Holder, Schools and Children's Services	19/9/19	19/9/19	Throughout
Judith Finlay	Executive Director Children, Adults and Public Health	19/9/19	19/9/19	Throughout
Gary Redhead	Assistant Director, Schools Planning and Resources	19/9/19	19/9/19	Throughout
Justin Morley	Head of Legal Services (Litigation)	12/9/19	19/9/19	Throughout
Jackie Adams	Head of Legal Services (Commercial)	12/9/19	19/9/19	Throughout
Sajal O'Shaughnessy	Lawyer (Legal Contracts)	12/9/19	19/9/19	Throughout
Geraldine Chadwick	Interim Senior Finance Business Advisor, Children & Schools	12/9/19		
Craig McDowell	Category Lead (People)	12/9/19	18/9/19	6
Stuart Renshaw	Finance Business Advisor – Children's Services	12/9/19	12/9/19	4
Tom Lindsay	Education Strategic Advisor	19/9/19		

Report History

Decision type:	Urgency item?
Key decision	No
Report no.:	Report author and contact for queries:
	Laurence Field, fieldl@ealing.gov.uk 020 8825 5425

Appendix A - Havelock Primary School ARP Consultation Feedback report

Consideration of Consultation

Members should consider the views of all those affected by the proposal or who have an interest in them including pupils, families of pupils, staff, other schools, etc. Members should not simply take account of the numbers of people expressing a particular view when considering representations made on proposals. Instead, Members should give the greatest weight to representations from those stakeholders likely to be most directly affected by the proposal.

Initial Consultation

The proposal consulted on is the development of an additionally resourced provision (ARP) at Havelock Primary school.

The provision will be for up to 24 children with an Education Health and Care Plan with needs on the Autistic Spectrum or related Speech, Language and Communications needs. The initial consultation discussed up to 21 places but, following the further development of the proposal, the provision of up to 24 places is proposed as this is considered overall the most efficient for operation of the ARP.

A small number of children and young people with an Education, Health and Care Plan may require a higher level of support than can be provided in their local mainstream school. However, their needs are not so complex or severe that a place at a special school is appropriate either. To meet this need, the local authority maintains a range of additionally resourced provision and units at mainstream schools.

The Council is committed to further developing inclusive education for all pupils in Ealing. Havelock Primary School governors support the Borough in this goal. The development of Additionally Resourced Provision (ARP) is a central part of the drive to develop a more inclusive education for pupils with SEN and additional needs.

Consultation took place between Monday 21st January 2019 and Monday 4th March 2019.

Who was consulted?

The proposal was sent to the following stakeholders:

- Parents of pupils at Havelock Primary School
- Staff and Governors of Havelock Primary School
- Ward Councillors
- Local MP
- Adjacent Local Authorities

An Ealing Grid for Learning (EGFL) gatekeeping article was also sent to all Ealing schools with details of the proposals.

Consultation Events – A consultation event took place at Havelock Primary School on Wednesday 23rd January 2019 (9am). This was attended by approximately 45 parents. A follow-up event was attended by approximately 30 parents.

A separate event was held for Havelock Primary School staff on 21st January 2019. This was attended by approximately 35 staff. Details were also emailed to staff. All of

the responses from staff either agreed or strongly agreed that they were in support of the proposal.

Feedback from Stakeholders

Of the 41 responses received, 40 of these were in support of the proposal, 1 did not express a view, and 0 expressed a view against the proposal. The feedback of parents who attended the parent meetings is included within these figures.

Of the responses received, positive comments were recorded including:

- I am excited with this idea because it will help our children and the children of the community.
- This would be an amazing asset to this area of Southall.
- It will benefit children with SEN greatly due to increased resources and staff training but will also benefit all other children through improvements in knowledge re behaviour/class management.
- It is a great opportunity for the school to provide this facility for children with special needs as it's going to better enhance any other provisions they already have.
- I am very happy and very strongly agree that this would benefit children with SEN. I fully support this and I am very excited as my son have special needs too.
- My son travels to an Ealing special school at the moment which takes a long time to travel to. A close-by school will mean less travelling time.
- Everyone is entitled to education and especially those with special needs.
- This is a fantastic opportunity for SEN pupils. It closes the gap, where mainstream school meets the needs for inclusive learning.
- Havelock is an extremely inclusive school who in my opinion seek to educate all children in their community (where possible) including those with SEN. Having an ARP will enable the school to better provide for the needs of children with ASD (within their community). The care and nurture the Head, SLT and staff provide for their children is amazing and I fully support their application for an ARP.
- I love this school. It has very progressive views on how to manage challenging behaviour.

Negative comments recorded including (responses in italic):

- There were no negative comments received.

Some of the questions raised were (responses in italic):

- Will there be any implications on pupils?
It is expected that the additional resources provided for the ARP would ensure that existing arrangements for students would be improved because of the greater expertise in the school.

Appendix B: Havelock Primary School Statutory Notice

London Borough of Ealing Statutory Notice for a proposal to establish an Additionally Resourced Provision at Havelock Primary School.

Notice is given in accordance with section 19(1) of the Education and Inspections Act 2006 and the School Organisation (Prescribed Alterations to Maintained Schools) (England) Regulations 2013/3110 that London Borough of Ealing intends to make a prescribed alteration to Havelock Primary School, Havelock Road, Southall UB2 4PA from 1st September 2020.

The London Borough of Ealing proposes to permanently establish an Additionally Resourced Provision (ARP) for 24 pupils with an Education, Health and Care Plan aged 4 to 11 (pupils will be admitted incrementally from 2020). It is intended that the school's ARP will be for pupils with needs on the Autistic Spectrum and Speech, Language and Communication Needs. The proposed ARP will require investment in the existing buildings on the Havelock Primary School site. At this stage, the cost for works at the site to accommodate the 24 pupils is estimated at £1.5 million. Funding will be from the Council's Capital Programme for SEN places. The implementation of the provision is anticipated to assist with containing costs within the High Needs SEN budget.

It is not anticipated that the proposed ARP at Havelock Primary School will have any impact on other educational facilities within the local area. The proposal has been made to accommodate demand for ARP places. Admissions to the ARP will be coordinated by the Local Authority, based on the provision stipulated in a pupil's Education, Health and Care Plan.

OBJECTIONS AND COMMENTS ON THESE PROPOSALS

This notice is an extract from the complete proposal. Copies of the complete proposal can be obtained from: Tom Lindsay, Education Strategic Adviser, Perceval House 3/SE/2, 14/16 Uxbridge Road, Ealing W5 2HL or emailing tlindsay@ealing.gov.uk, or may be downloaded from www.ealing.gov.uk/consultations.

Within four weeks (by 4th October 2019) from the date of publication of these proposals, any person may object to or make comments on the proposal by sending them to Tom Lindsay Education Strategic Adviser, Perceval House 3/SE/2, 14/16 Uxbridge Road, Ealing W5 2HL, or emailing tlindsay@ealing.gov.uk.

Signed:

A handwritten signature in dark ink, appearing to read 'Judith Finlay', written in a cursive style.

Judith Finlay, Executive Director Children, Adults and Public Health

Publication Date: 6th September 2019

Appendix C – Representations received during period of representation for the Havelock Primary School ARP

The representations are detailed below:

From the Chair of the Governing Body of Havelock Primary School on behalf of the Governors:

“RE: London Borough of Ealing Statutory Notice for a proposal to establish an Additionally Resourced Provision at Havelock Primary School.

On behalf of the Governors of Havelock Primary School, I wish to record that we as a Governing Body unanimously support the exciting proposals for this project as suggested to us by the Local Authority, and the proposed timetable leading to the opening of the ARP in September 2020. As a Governing Body we have been fully briefed on the draft proposals over the last months by the Senior Leadership Team and we have discussed them on a number of occasions in detail leading to our unequivocal support for the project.

We have noted that these pupils need a higher level of support than can usually be provided in a mainstream school but the advantage of this proposal is twofold in that it would provide both a more specialised facility and the experience of life in a mainstream school. The head teacher and her senior leadership team are enthusiastic and we have been impressed by the school’s current commitment to and successful implementation of an inclusive approach to educating children on the autistic spectrum and with speech, language and communication needs. We are confident they are in a good position to support the establishment of this facility.

Fortunately the Havelock school site permits the construction of an appropriate building and play area so that the degree of disruption that will be inevitable can be contained in such a way as not to impair the education of pupils in the rest of the school.

We very much look forward to seeing the proposal going ahead.”

From the Headteacher of Havelock Primary School:

“I am writing in support of a LA proposal to permanently establish an ARP for 24 pupils with an EHCP for pupils with Autistic Spectrum and speech, language and communication needs.

I have created, in my four years in headship, a highly inclusive learning environment with the result that Havelock now has a very good reputation for the support it gives pupils with additional needs.

I believe that creating the Havelock ARP confirms our deep commitment to inclusion and providing the best support for all pupils.”

From a Deputy Headteacher of Havelock Primary School:

“I am writing in support of a LA proposal to permanently establish an ARP for 24 pupils with an EHCP for pupils with Autistic Spectrum and speech, language and communication needs.

We have created a highly inclusive learning environment with the result that Havelock now has a very good reputation for the support it gives pupils with additional needs.

I believe that creating the Havelock ARP confirms our deep commitment to inclusion and providing the best support for all pupils.”

From a Deputy Headteacher of Havelock Primary School:

“I am writing in regards to the proposal to create an ARP at Havelock Primary School. I support the LA proposal and feel that it will benefit pupils with autistic spectrum and speech, language and communication needs.

We currently have an inclusive learning environment at Havelock, and the ARP will provide even more support for pupils with additional needs.”

2015-16 Full Equalities Analysis Assessment

1. Proposal Summary Information	
EAA Title	Update on School Places and Children's Services Capital Approvals
Please describe your proposal?	Scheme
Is it HR Related?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Corporate Purpose	Cabinet

16

1. What is the Initiative/Function/Policy/Project/Scheme (pick one) looking to achieve? Who will be affected?
<p>Update Cabinet with the progress of school expansions, current projections (including for pupils with Special Educational Needs), site acquisitions and Education and Skills Funding Agency Free Schools; Obtain authority to invite and evaluate all necessary tenders and award contracts for the building contracts for Three Bridges Nursery accommodation; Obtain authority to invite and evaluate all necessary tenders and award contracts for the building contracts for Villiers High School Places project; Obtain authority not to take up the option to take on a lease of land for a new primary school at the Greenford Green development at the former GlaxoSmithKline and Sunblest site in Greenford, and to provide the land owner with written notice of this.</p>

2. What will the impact of you proposal be?
<p>The impact of the update on progress of school expansions is to plan to provide sufficient school places to serve the local community.</p> <p>The outcome of the Three Bridges Nursery project will be to enable the school to provide wraparound nursery provision.</p> <p>The outcome of the Villiers High School Places project will be to ensure the school has sufficient accommodation to accommodate its agreed pupil capacity.</p> <p>The outcome of the decision not to take up the option to take on a lease of land for a new primary school at the Greenford Green development at the former GlaxoSmithKline and Sunblest site in Greenford, and to provide the land owner with written notice of this, will be to confirm the release of this land back to the developer.</p>

2015-16 Full Equalities Analysis Assessment

2. Impact on Groups having a Protected Characteristic

AGE: <i>A person of a particular age or being within an age group.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
The proposal to provide sufficient school places to serve the local community has a positive impact on those who are of pre school or school age. If there are insufficient school places in an area then not all children of a particular age will be able to have the option of attending school as close as possible to their homes unless there is an expansion of school provision. If there are not sufficient school places in an area then there is inequality between those of the same age living in the same area as some children will be offered places further away.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

DISABILITY: <i>A person has a disability if s/he has a physical or mental impairment which has a substantial and long term adverse effect on their ability to carry out normal day to day activities¹.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
In expanding school provision, any extensions or adaptations to school buildings seek to improve access for those with physical disabilities. In expanding school provision in an area of need, the aim is that there are sufficient school places available for the whole community including those who may have a disability themselves, those whose parent/carers may have a disability or those who have caring responsibilities towards a disabled person.
This proposal has a neutral effect.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

¹ Due regard to meeting the needs of people with disabilities involves taking steps to take account of their disabilities and may involve making reasonable adjustments and prioritizing certain groups of disabled people on the basis that they are particularly affected by the proposal.

2015-16 Full Equalities Analysis Assessment

GENDER REASSIGNMENT: <i>This is the process of transitioning from one sex to another. This includes persons who consider themselves to be trans, transgender and transsexual.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
Neutral effect identified in terms of the above recommendations. The expansion of schools and provision of education facilities is for the benefit of the whole community, taking into account those who attend the schools, their parents/carers, their families, staff members at the schools and local residents.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

RACE: <i>A group of people defined by their colour, nationality (including citizenship), ethnic or national origins or race.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
The effect of the expansion of primary, secondary and SEN school places in response to increased demand in an area should have a positive impact in advancing equality of opportunity between persons of any race. The expansion of school places to reflect local demand aims to provide all borough residents with the possibility for them/their children to attend school near their homes regardless of their race so that children and parents have the option of being educated within their local communities. This proposal has a neutral effect.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

2015-16 Full Equalities Analysis Assessment

RELIGION & BELIEF: <i>Religion means any religion. Belief includes religious and philosophical beliefs including lack of belief (for example, Atheism). Generally, a belief should affect a person's life choices or the way you live for it to be included.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
<p>The effect of the expansion of primary school places in response to increased demand in an area should have a positive impact in advancing equality of opportunity between persons of any religion or belief. The expansion of school places to reflect local demand aims to provide all borough residents with the possibility for them/their children to attend school near their homes regardless of their religion or belief so that children and parents have the option of being educated within their local communities.</p> <p>This proposal has a neutral effect.</p>
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

SEX: <i>Someone being a man or a woman.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
<p>All the schools in this report have a mixed gender intake and do not admit based on the sex of their pupils. If single sex secondary schools are considered for expansion the usual admissions criteria would need to be complied with.</p> <p>This proposal has a neutral effect.</p>
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

2015-16 Full Equalities Analysis Assessment

SEXUAL ORIENTATION: <i>A person's sexual attraction towards his or her own sex, the opposite sex or to both sexes.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
There should be a neutral impact on sexual orientation.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

PREGNANCY & MATERNITY: <i>Description: Pregnancy: Being pregnant. Maternity: The period after giving birth - linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, including as a result of breastfeeding.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
There should be a neutral impact on pregnancy & maternity.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

2015-16 Full Equalities Analysis Assessment

MARRIAGE & CIVIL PARTNERSHIP: <i>Marriage: A union between a man and a woman. or of the same sex, which is legally recognised in the UK as a marriage</i> <i>Civil partnership: Civil partners must be treated the same as married couples on a range of legal matters.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact There should be a neutral impact on marriage & civil partnership.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action No negative effect identified.

3. Human Rights²
4a. Does your proposal impact on Human Rights as defined by the Human Rights Act 1998? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4b. Does your proposal impact on the rights of children as defined by the UN Convention on the Rights of the Child? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4c. Does your proposal impact on the rights of persons with disabilities as defined by the UN Convention on the rights of persons with disabilities? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The proposal links to article 28 (right to education) as defined by the UN Convention on the Rights of a Child, that “all children have the right to a primary education”. The proposal to expand school places seeks to ensure that children are able to be offered school places near to where they live, within their local communities.

² For further guidance please refer to the Human Rights & URNC Guidance on the Council Equalities [web page](#).

2015-16 Full Equalities Analysis Assessment

4. Conclusion

The proposals will not disadvantage any equality groups or sub-groups;

4a. What evidence, data sources and intelligence did you use to assess the potential impact/effect of your proposal? Please note the systems/processes you used to collect the data that has helped inform your proposal. Please list the file paths and/or relevant web links to the information you have described.

Information summarized in the Cabinet report and previous update reports most recently in October 2016.

http://ealing.cmis.uk.com/ealing/Committees/tabid/62/ctl/ViewCMIS_CommitteeDetails/mid/381/id/3/Default.aspx

The information shows that there is a need to expand school places and, if this is not done, that there would be insufficient school places available which could potentially breach Article 28. There would not be direct discrimination because of this as the admissions code of practice ensures fairness but, for example, if a parent/carer applied for a school place late then their child would be less likely to secure a school place near to their home.

5. Action Planning: *(What are the next steps for the proposal please list i.e. what it comes into effect, when migrating actions³ will take place, how you will measure impact etc.)*

Action	Outcomes	Success Measures	Timescales/ Milestones	Lead Officer (Contact Details)

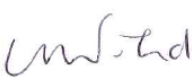

Additional Comments:

No mitigating actions to be taken.

³ Linked to the protected characteristics above

2015-16 Full Equalities Analysis Assessment

6. Sign off: *(All EAA's must be signed off once completed)*

Completing Officer Sign Off:	Service Director Sign Off:	HR related proposal <i>(Signed off by directorate HR officer)</i>
<p>Signed:</p>  <p>Name (Block Capitals):</p> <p>L M FIELD</p> <p>Date:</p> <p>02 October 2019</p>	<p>Signed:</p>  <p>Name (Block Capitals):</p> <p>G REDHEAD</p> <p>Date:</p> <p>02 October 2019</p>	<p>Signed:</p> <p>Name (Block Capitals):</p> <p>Date:</p>
<p>For EA's relating to Cabinet decisions: received by Committee Section for publication by (date):</p>		

Appendix 1: *Legal obligations under Section 149 of the Equality Act 2010:*

- As a public authority we must have due regard to the need to:
 - a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - b) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- The protected characteristics are: AGE, DISABILITY, GENDER REASSIGNMENT, RACE, RELIGION & BELIEF, SEX, SEXUAL ORIENTATION, PREGNANCY & MATERNITY, MARRIAGE & CIVIL PARTNERSHIP
- Having due regard to advancing equality of opportunity between those who share a protected characteristic and those who do not, involves considering the need to:
 - a) Remove or minimising disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic
 - b) Take steps to meet the needs of persons who share a relevant characteristic that are different from the needs of the persons who do not share it.
 - c) Encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
- Having due regard to fostering good relations between persons who share a relevant protected characteristic and persons who do not, involves showing that you are tackling prejudice and promoting understanding.

Complying with the duties may involve treating some people more favourably than others; but this should not be taken as permitting conduct that would be otherwise prohibited under the Act.

Full Equalities Analysis Assessment

1. Proposal Summary Information	
EAA Title	Determination of Statutory Proposals to open a 24 Place ARP at Havelock Primary School
Please describe your proposal?	Scheme: the opening of an ARP (Additionally Resourced Provision) at Havelock Primary School providing facilities for children aged 4-11 with an Education Health and Care Plan with needs on the Autistic Spectrum or related Speech, Language and Communications needs.
Is it HR Related?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Corporate Purpose	Cabinet Decision

1. What is the Initiative/Function/Policy/Project/Scheme (<i>pick one</i>) looking to achieve? Who will be affected?
<p>Seeks Cabinet approval for the opening of an ARP (Additionally Resourced Provision) at Havelock Primary School providing facilities for children aged 4-11 with an Education Health and Care Plan with needs on the Autistic Spectrum or related Speech, Language and Communications needs.</p>

2. What will the impact of you proposal be?
<p>The impact of the Havelock Primary School ARP proposal is to ensure sufficient specialist SEND school places are available to serve the local community.</p>

2018-19 Full Equalities Analysis Assessment

2. Impact on Groups having a Protected Characteristic

AGE: <i>A person of a particular age or being within an age group.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
<p>The proposal is part of the Council's programme to provide sufficient school places including for High Needs places to serve the local community has a positive impact on those who are of school age. If there are insufficient school places in an area then not all children of a particular age will be able to have the option of attending school as close as possible to their homes unless there is an expansion of school provision. If there are not sufficient specialist SEND school places in an area then pupils may not be able to access provision most appropriate to meet their needs. There is inequality between those of the same age living in the same area as some children either have to remain in a mainstream school with additional support at a higher cost than an ARP or will be offered places in an ARP (if available) much further away.</p>
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
<p>No negative effect identified.</p>

DISABILITY: <i>A person has a disability if s/he has a physical or mental impairment which has a substantial and long term adverse effect on their ability to carry out normal day to day activities¹.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
<p>It is considered that this will have a positive impact for children and young people with Special Educational Needs, specifically with needs on the Autistic Spectrum or related Speech, Language and Communications needs.</p> <p>The ARP accommodation will be designed to meet the needs of people with disabilities by taking steps to take account of their disabilities and making reasonable adjustments. The proposal prioritizing the needs of pupils on the Autistic Spectrum or related Speech, Language and Communications needs on the basis that they are particularly affected by the proposal.</p>

¹ Due regard to meeting the needs of people with disabilities involves taking steps to take account of their disabilities and may involve making reasonable adjustments and prioritizing certain groups of disabled people on the basis that they are particularly affected by the proposal.

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Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

GENDER REASSIGNMENT: <i>This is the process of transitioning from one sex to another. This includes persons who consider themselves to be trans, transgender and transsexual.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
Neutral impact. Persons who are undergoing gender reassignment or consider themselves to be trans, transgender and transsexual may have children at, or intending to attend, the school.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

RACE: <i>A group of people defined by their colour, nationality (including citizenship), ethnic or national origins or race.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
Neutral impact. Places at the school are available to all, and there is no discrimination by race, ethnic origins or nationality.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:

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Describe the Mitigating Action
No negative effect identified.

RELIGION & BELIEF: <i>Religion means any religion. Belief includes religious and philosophical beliefs including lack of belief (for example, Atheism). Generally, a belief should affect a person's life choices or the way you live for it to be included.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
The school is open to young people of all religions and beliefs, and there would be no negative impact to people of any faith or belief as a result of this proposal.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

SEX: <i>Someone being a man or a woman.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
Neutral effect identified in terms of the above recommendations.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:

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Describe the Mitigating Action
No negative effect identified.

SEXUAL ORIENTATION: <i>A person's sexual attraction towards his or her own sex, the opposite sex or to both sexes.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
No differential impact on people based on sexual orientation so neutral impact identified.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

PREGNANCY & MATERNITY: <i>Description: Pregnancy: Being pregnant. Maternity: The period after giving birth - linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, including as a result of breastfeeding.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
There should be a neutral impact on pregnancy & maternity.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

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MARRIAGE & CIVIL PARTNERSHIP: <i>Marriage: A union between a man and a woman. or of the same sex, which is legally recognised in the UK as a marriage</i> <i>Civil partnership: Civil partners must be treated the same as married couples on a range of legal matters.</i>
State whether the impact is positive, negative, a combination of both, or neutral:
Describe the Impact
There should be a neutral impact on marriage & civil partnership.
Alternatives and mitigating actions which have been considered in order to reduce negative effect:
Describe the Mitigating Action
No negative effect identified.

3. Human Rights²
4a. Does your proposal impact on Human Rights as defined by the Human Rights Act 1998?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4b. Does your proposal impact on the rights of children as defined by the UN Convention on the Rights of the Child?
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4c. Does your proposal impact on the rights of persons with disabilities as defined by the UN Convention on the rights of persons with disabilities?

² For further guidance please refer to the Human Rights & URNC Guidance on the Council Equalities [web page](#).

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Yes ☐ No ☒

The proposal links to article 28 (right to education) as defined by the UN Convention on the Rights of a Child. The Act facilitates the education of the most educationally and physically disabled children. It supports high aspirations and plans around the child. This provision will enhance the education and life chances of such children.

4. Conclusion

The proposals will not disadvantage any equality groups or sub-groups. The proposal will have a positive impact for children with Special Educational Needs, specifically with needs on the Autistic Spectrum or related Speech, Language and Communications needs.

4a. What evidence, data sources and intelligence did you use to assess the potential impact/effect of your proposal? Please note the systems/processes you used to collect the data that has helped inform your proposal. Please list the file paths and/or relevant web links to the information you have described.

SEN Code of Practice; Special Educational Needs and Disability Regulations 2014; Children and Families Act 2014; Early Years Census Data reports; Connexions data on attendance at Ealing Youth Centres.

5. Action Planning: *(What are the next steps for the proposal please list i.e. what it comes into effect, when migrating actions³ will take place, how you will measure impact etc.)*

Action	Outcomes	Success Measures	Timescales/ Milestones	Lead Officer (Contact Details)



Additional Comments:

No mitigating actions to be taken.

³ Linked to the protected characteristics above

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6. Sign off: (All EAA's must be signed off once completed)

Completing Officer Sign Off:	Service Director Sign Off:	HR related proposal (Signed off by directorate HR officer)
<p>Signed:</p>  <p>Name (Block Capitals):</p> <p>L M FIELD</p> <p>Date:</p> <p>02 October 2019</p>	<p>Signed:</p>  <p>Name (Block Capitals):</p> <p>G REDHEAD</p> <p>Date:</p> <p>02 October 2019</p>	<p>Signed:</p> <p>Name (Block Capitals):</p> <p>Date:</p>
<p>For EA's relating to Cabinet decisions: received by Committee Section for publication by (date):</p>		

Appendix 1: *Legal obligations under Section 149 of the Equality Act 2010:*

- As a public authority we must have due regard to the need to:
 - a) Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - b) Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- The protected characteristics are: AGE, DISABILITY, GENDER REASSIGNMENT, RACE, RELIGION & BELIEF, SEX, SEXUAL ORIENTATION, PREGNANCY & MATERNITY, MARRIAGE & CIVIL PARTNERSHIP
- Having due regard to advancing equality of opportunity between those who share a protected characteristic and those who do not, involves considering the need to:
 - a) Remove or minimising disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic
 - b) Take steps to meet the needs of persons who share a relevant characteristic that are different from the needs of the persons who do not share it.
 - c) Encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
- Having due regard to fostering good relations between persons who share a relevant protected characteristic and persons who do not, involves showing that you are tackling prejudice and promoting understanding.

Complying with the duties may involve treating some people more favourably than others; but this should not be taken as permitting conduct that would be otherwise prohibited under the Act.