

Agreement for Enforcement Services

WIRRAL BOROUGH COUNCIL

and

KINGDOM SERVICES GROUP LIMITED

This agreement is dated [DATE]

Parties

- (1) **WIRRAL BOROUGH COUNCIL** of Wallasey Town Hall Brighton St Seacombe CH44 8ED (**Authority**)
- (2) **KINGDOM SERVICES GROUP LIMITED** incorporated and registered in England and Wales with company number 02795197 whose registered office is at Kingdom House 1 Woodlands Park Ashton Road Newton le Willows WA12 0HE (**Supplier**)

BACKGROUND

- (A) The Authority placed a contract notice 2018 S 014-028751 on 20 January 2018 in the Official Journal of the European Union seeking expressions of interest from potential providers for the provision of parking enforcement and ancillary services
- (B) The Authority has, through a competitive process, selected the Supplier to provide these services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this agreement.

Agreed terms

1. Definitions and Interpretation

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

Achieved KPIs: in respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in **Schedule 2**).

Associated Company: any holding company from time to time of the Supplier and any subsidiary from time to time of the Supplier, or any subsidiary of any such holding company.

Authorised Representatives: the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in **Schedule 5**.

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and

size of the parties, the KPIs, the term, the pricing structure and any other relevant factors.

Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Change: any change to this agreement including to any of the Services.

Change Control Note: the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

Change Control Procedure: the procedure for changing this agreement, as set out in Schedule 6.

Charges: the charges which shall become due and payable by the Authority to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in Schedule 4.

Commencement Date: the date of this agreement.

Commercially Sensitive Information: the information listed in Schedule 8 comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- b) any information developed by the parties in the course of carrying out this agreement;
- c) Personal Data;
- d) any Commercially Sensitive Information.

Consistent Failure: shall have the meaning set out in Schedule 2.

Contract Year: a period of 36 months, commencing on the 1st July 2018.

Data Controller: shall have the same meaning as set out in the Data Protection Legislation.

Data Processor: shall have the same meaning as set out in the Data Protection Legislation.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) as from 6 May 2018 the Law Enforcement Directive (LED) to be implemented in the UK by the Data Protection Act 2018 (when enacted) and then (iii) any successor legislation to the GDPR or the Data Protection Act 1998 which includes the Data Protection Act 2018, when enacted.

Data Subject: shall have the same meaning as set out in the Data Protection Legislation.

Default Notice: is defined in clause 5.2.

Disaster: an event defined as a disaster in the Disaster Recovery Plan.

Disaster Recovery Plan: a plan which sets out the procedures to be adopted by the Supplier in the event that there is a temporary unavailability or total loss of premises equipment records uniforms, transport and key staff by reason of a Disaster (including the procedures to be taken by the Supplier in planning and providing for any such event

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Effective Date: the date on which the Services transfer from the Authority to the Supplier.

Eligible Employee any Transferring Employee who at the Effective Date is a member of the Scheme

Employer Liability Information: the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE.

Employment Liabilities: all claims whatsoever arising from the employment of the Transferring Employees or Transferring Former Supplier Employees or Relevant Employees or any other employees of the Contractor or Sub-Contractor in connection with this agreement.

Exit Management Plan the plan included in the Schedule 3

Extension Period: shall have the meaning given to it in clause 3.1.

FOIA: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Former Supplier : a supplier supplying services to the Authority before the Effective Date of this agreement that are the same as or substantially similar to the Services (or any part of them) and shall include any sub- contractor of such supplier (or any sub-contractor of any such sub- contractor)

Force Majeure: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Supplier's workforce or the workforce of any Subcontractor of the Supplier).

GDPR: the General Data Protection Regulation ((EU) 2016/679).

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the third anniversary of the Commencement Date.

Insolvency Event: where:

- a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply]
- b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of that other party;
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) [other than for the sole

purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];

d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);

e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

h) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); or

i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and [neighbouring and] related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

KPIs: the key performance indicators to be agreed between the Authority and the Supplier within 3 months of the Commencement Date (and if not agreed then as set out in Schedule 2 (as may be varied by agreement between the Authority and the Supplier from time to time).

Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

LED: Law Enforcement Directive (*Directive (EU) 2016/680*)

Management Reports: the reports to be prepared and presented by the Supplier in accordance with clause 15 to include a comparison of Achieved KPIs with the Target KPIs in the measurement period in question and measures to be taken to remedy any deficiency in Achieved KPIs.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services

Payment Plan: the plan for payment of the Charges as set out in Schedule 4.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce the person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Authority;
- d) any activity, practice or conduct which would constitute one of the offences listed under (a) to (c), if such activity, practice or conduct had been carried out in the UK.

Relevant Employees: those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Authority or Replacement Supplier by virtue of the application of TUPE.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Authority internally or by any Replacement Supplier.

Replacement Supplier: any third party supplier of Replacement Services appointed by the Authority from time to time.

Representatives: means, in relation to a party, its employees, officers, representatives and advisors.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Services: the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1.

Service Credits: a sum which the Authority is entitled to deduct or invoice for a Service Failure as specified in Part 2 of Schedule 2.

Service Failure: a shortfall or failure by the Supplier to provide the Services in accordance with any Target KPI, as specified in Part 2 of Schedule 2.

Service Transfer Date: the date on which the Services or any part of them transfer from the Supplier or Sub- Contractor to the Authority or any Replacement Supplier

Staffing Information: in relation to all persons detailed on the Supplier's Provisional Staff List in an anonymised format such information as the Authority may reasonably request including the Employer Liability Information and details of whether the personnel are employees, workers self-employed contractors or consultants , agency workers or otherwise and the amount of time spent on the provision of the Services

Staff List: the list of all the Supplier's and sub-contractor's personnel engaged in or wholly or mainly assigned to the provision of the Services of any part of the Services at the Service Transfer Date

Sub-Contract a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

Sub- Contractor: the contractors or suppliers if any engaged by the Supplier to provide goods services or works to for or on behalf of the Supplier for the purposes of providing the Services to the Authority

Supplier Party: the Supplier's agents and contractors, including each Sub-Contractor.

Supplier's Final Staff List the list of all the Supplier's and Sub-Contractor's personnel engaged in or wholly or mainly assigned to the provision of the Services of any part of them at the Service Transfer Date

Supplier's Personnel: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Supplier's Provisional Staff List: the list prepared and updated by the Supplier of all the Supplier's Personnel and Sub-Contractor's personnel engaged in or wholly or mainly assigned to the provision of the Services of any part of them at the date of preparation of the list

Supplier's Tender: the tender submitted by the Supplier and other associated documentation set out in **Schedule 3**.

Target KPI: the minimum level of performance for a KPI which is required by the Authority as set out against the relevant KPI in **Schedule 2**.

Term: the period of the Initial Term as may be varied by:

- a) any Extension Period; or
- b) the earlier termination of this agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this agreement.

Transferring Former Supplier Employees: in relation to a Former Supplier those employees of the Former Supplier to whom TUPE will apply on the

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

Working Day: Monday to Friday, excluding any public holidays in England and Wales and in addition excluding the days from an including December 24 to January 1 inclusive .

Working Hours: the period from 9.00 am to 5.00pm on any Working Day.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to **writing** includes e-mails

- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference in this agreement to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Any words following the terms including, include, in particular 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.
- 1.14 If there is any conflict or inconsistency between the provisions in the main body of this agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
 - (b) ~~Schedule 1~~ to this agreement;
 - (c) the remaining schedules to this agreement other than ~~Schedule 3~~;
 - (d) ~~Schedule 3~~ to this agreement.

Commencement and duration

2. Term

- 2.1 This agreement shall take effect on the Commencement Date and shall continue for the Term.

3. Extending the initial term

- 3.1 The Authority may extend this agreement beyond the Initial Term by a further period of THREE (3) years (the "Extension Period"). If the Authority wishes to extend this agreement, it shall give the Supplier at least THREE (6) months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.2 If the Authority gives such notice then the Term shall be extended by the period set out in the notice.
- 3.3 If the Authority does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of clause 29 shall apply.

4. Due diligence and Supplier's warranty

4.1 The Supplier acknowledges and confirms that:

- (a) the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this agreement;
- (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Authority pursuant to clause 4.1(a);
- (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement; and
- (d) it has entered into this agreement in reliance on its own due diligence.

4.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

4.3 The Supplier:

- (a) warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender or response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the agreement; and
- (b) shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs.

4.4 The Supplier shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with clause 4.3(b), save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional

costs from the Authority or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.

- 4.5 Nothing in this clause 4 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

The Services

5. Supply of services

- 5.1 The Supplier shall provide the Services to the Authority with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement, including without limitation Schedule 1 and Schedule 2.
- 5.2 In the event that the Supplier does not comply with the provisions of clause 5.1 in any way, the Authority may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a **Default Notice**).

6. KPIs

- 6.1 Where any element of the Service is stated subject to a specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI.
- 6.2 If the existing Services are varied or new Services are added, Target KPIs for the same will be determined and included within **Schedule 2**.
- 6.3 The Supplier shall provide records of and Management Reports summarising the Achieved KPIs as provided for in clause 15.
- 6.4 In the event that any Achieved KPI falls short of the relevant Target KPI, without prejudice to any other rights the Authority may have, the provisions of clause 12 shall apply.

7. Service standards

Without prejudice to clause 6, the Supplier shall provide the Services, or procure that they are provided:

- (a) with reasonable skill and care and in accordance with Best Industry Practice;
- (b) in all respects in accordance with the Authority's policies set out in **Schedule 1**; and
- (c) in accordance with all applicable Law.

8. Compliance

- 8.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Authority shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 8.2 Where there is any conflict or inconsistency between the provisions of this agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified the Authority in writing.
- 8.3 The Supplier shall (and shall procure that the Supplier's Personnel shall) perform its obligations under this agreement (including those in relation to the Services) in accordance with all applicable Law regarding health and safety.
- 8.4 Without limiting the general obligation set out in clause 7, the Supplier shall (and shall procure that the Supplier's Personnel shall):
- (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law;
 - (b) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998

9. Disaster recovery

- 9.1 The Supplier shall comply at all times with the relevant provisions of the Disaster Recovery Plan.
- 9.2 Following the declaration of a Disaster in respect of any of the Services, the Supplier shall:
- (a) implement the Disaster Recovery Plan;
 - (b) continue to provide the affected Services to the Authority in accordance with the Disaster Recovery Plan; and

- (c) restore the affected Services to normal within the period laid out in the Disaster Recovery Plan.

To the extent that the Supplier complies fully with the provisions of this clause 9 (and the reason for the declaration of a Disaster was not breach of any of the other terms of this agreement on the part of the Supplier), the KPIs to which the affected Services are to be provided during the continuation of the Disaster shall not be the KPIs as referred to in clause 6 but shall be the KPIs set out in the Disaster Recovery Plan or (if none) the best service levels which are reasonably achievable in the circumstances.

Charges and payment

10. Payment

- 10.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this agreement, the Authority shall pay the Charges to the Supplier in accordance with the Payment Plan.
- 10.2 Unless otherwise stated in Schedule 4, the Charges:
 - (a) shall remain fixed during the Term; and
 - (b) is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier's Personnel.
- 10.3 The Supplier shall invoice the Authority for payment of the Charges at the end of each calendar month **OR** at the time the Charges are expressed to be payable in accordance with the Payment Plan. All invoices shall be directed to the Authority's Authorised Representative and shall contain such information as the Authority may inform the Supplier from time to time. Any such invoices shall take into account any Service Credits which have been accrued in the previous period.
- 10.4 Where the Supplier submits an invoice to the Authority in accordance with clause 10.3, the Authority will consider and verify that invoice in a timely fashion but within 14 days.
- 10.5 The Authority shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- 10.6 Where the Authority fails to comply with clause 10.4 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 10.5 14 days after the date on which it is received by the Authority.

- 10.7 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 10.4 to clause 10.6 of this agreement; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 10.4 to clause 10.6 of this agreement.
- 10.8 Subject to clause 10.8, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement. The Supplier shall not suspend the supply of the Services if any payment is overdue
- 10.9 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this agreement.
- 10.10 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this agreement. Such records shall be retained for inspection by the Authority for 6 years from the end of the Contract Year to which the records relate.
- 10.11 The Authority may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under this agreement or any other agreement pursuant to which the Supplier or any Associated Company of the Supplier provides goods or services to the Authority.
- 10.12 If the Authority wishes to set off any amount owed by the Supplier to the Authority against any amount due to the Supplier pursuant to clause 10.12 it shall give notice to the Supplier within 30 days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant Charges.
- 10.13 The Supplier shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

11. Interest

- 11.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:

- (a) Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- (b) Period. From when the overdue sum became due, until it is paid.

12. Service credits

- 12.1 If the Supplier commits a Service Failure, the Authority shall be entitled to either submit an invoice to the Supplier or make deductions from the Charges corresponding to Service Credit set out in Part 2 of Schedule 2.

Staff

13. Personnel used to provide the services

- 13.1 At all times, the Supplier shall ensure that:

- (a) each of the Supplier's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- (b) there is an adequate number of Supplier's Personnel to provide the Services properly;
- (c) only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
- (d) all of the Supplier's Personnel comply with all of the Authority's policies.

- 13.2 The Supplier shall replace any of the Supplier's Personnel who the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier's Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

- 13.3 The Supplier shall maintain up-to-date personnel records on the Supplier's Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Supplier's Personnel. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

14. TUPE

The parties agree that the provisions of Schedule 7 shall apply to any Relevant Transfer of staff under this agreement

Contract management

15. Reporting and meetings

- 15.1 The Supplier shall provide the reporting information as set out in the Specification in Schedule 1.
- 15.2 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Authority when it carries out any monitoring of the Services at no additional charge to the Authority.

16. Change control, and continuous improvement

- 16.1 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Supplier shall identify and report to the Authority's Authorised Representative and once every six months for the Term on:
- (a) the emergence of new and evolving relevant technologies which could improve the Services;
 - (b) new or potential improvements to the Services
 - (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk; and
 - (d) changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Authority.
- 16.2 Any potential Changes highlighted as a result of the Supplier's reporting in accordance with clause 16.2 shall be addressed by the parties using the Change Control Procedure.

17. Sub-Contracting and assignment

- 17.1 Subject to clause 17.3, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Supplier sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.
- 17.2 In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:
- (a) remain responsible to the Authority for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

- (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
- (c) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.

17.3 The Authority shall be entitled to novate (and the Supplier shall be deemed to consent to any such novation) the agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

17.4 Provided that the Authority has given prior written consent, the Supplier shall be entitled to novate the agreement where:

- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
- (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

Liability

18. Indemnities

18.1 Subject to clause 18.3 , the Supplier shall indemnify and keep indemnified the Authority against all liabilities, costs, expenses, damages and losses incurred by the Authority arising out of or in connection with:

- (a) the Supplier's breach or negligent performance or non-performance of this agreement;
- (b) any claim made against the Authority arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier or Supplier Personnel;
- (c) the enforcement of this agreement.

18.2 The indemnity under clause 18.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Authority are directly caused (or directly arise) from the negligence or breach of this agreement by the Authority or its Representatives.

19. Limitation of liability

19.1 Subject to clause 19.2, neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.

19.2 Notwithstanding the provisions of clause 19.1, but subject to clause 19.4, the Supplier assumes responsibility for and acknowledges that the Authority may, amongst other things, recover:

- (a) sums paid by the Authority to the Supplier pursuant to this agreement, in respect of any services not provided in accordance with the agreement;
- (b) wasted expenditure;
- (c) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
- (d) losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Supplier's Personnel, regulator or customer of the Authority) against the Authority caused by the act or omission of the Supplier;

19.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this agreement.

19.4 Subject to clause 19.1 and clause 19.5 the Supplier's aggregate liability under this agreement :

- (a) is unlimited in respect of:
 - (i) the indemnities in Schedule 7 and clause 22.4⁽¹⁾;
 - (ii) any breach of clause 28
 - (iii) the Supplier's wilful default;
- (b) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement, shall be limited to three times the price to be paid by the Authority for the services to be provided under this agreement

19.5 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:

- (a) fraud or fraudulent misrepresentation;

- (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
- (c) breach of any obligation as to title implied by statute; or
- (d) any other liability for which may not be limited under any applicable law.

20. Insurance

20.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £5,000,000 (five million pounds) in relation to any one claim or series of claims;]

[employer's liability insurance with a limit of indemnity of not less than £5,000,000 (five million pounds) **OR** in accordance with any higher minimum legal requirement for the time being in force in relation to any one claim or series of claims;

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

20.2 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

20.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

20.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

Information

21. Freedom of information

21.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

21.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

22. Data protection

22.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 22 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

22.2 To the extent that the Supplier processes personal data on behalf of or in accordance with the instructions of the Authority The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the data controller and the Supplier is the data processor. Schedule 9 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

22.3 Without prejudice to the generality of clause 22.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.

22.4 Without prejudice to the generality of clause 22.1 the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement comply with its processes and procedures set out in Method Statement 4 and

- (a) process that Personal Data only on the written instructions of the Authority (as set out in Schedule 9), unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union (**Applicable Laws**) applicable to the Supplier to otherwise process the Personal Data. Where the Supplier is so required, it shall promptly notify the Authority before processing the Personal Data, unless prohibited by the Applicable Laws;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (d) notify the Authority immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;

- (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
 - (e) assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Authority immediately [and in any event within 24 hours] on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
 - (g) at the written direction of the Authority, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by the Applicable Laws to store the Personal Data;
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 22 and allow for audits by the Authority or the Authority's designated auditor pursuant to clause 22.4
 - (i) indemnify the Authority against any loss or damage suffered by the Authority of its obligations under this clause 22.
- 22.5 Where the Supplier intends to engage a Sub-Contractor pursuant to and in accordance with clause 17 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:
- (a) notify the Authority in writing of the intended processing by the Sub-Contractor;
 - (b) obtain prior written consent to the processing;
 - (c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause ~~22.2~~.
- 22.6 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause ~~22.2~~ by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).
- 22.7 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.
- 22.8 To the extent that both parties are deemed to be joint data controllers, or the Supplier a sole data controller, of personal data that are to be processed under this agreement, the Supplier shall share the personal data with, and provide copies to, the Authority for all purposes connected with the performance of the agreement and the actual and

potential prosecution of offenders and shall comply with its processes and procedures set out in Method Statement 4 and with the obligations contained in clause 22.4(b) to (i), and 22.5

23. Confidentiality

23.1 Subject to clause 23.2, each party shall keep confidential all matters relating to this agreement that they reasonably believe to be commercially sensitive

23.2 The obligation in clause 23.1 does not apply to any information:

- (a) which the other party confirms in writing is not required to be treated as confidential ;
- (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
- (c) which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
- (d) which is in or enters the public domain other than through any disclosure prohibited by this agreement;
- (e) which a party can demonstrate was lawfully in its prior to receipt from the other party; or
- (f) which is disclosed by the Authority on a confidential basis to any central government or regulatory body
- (g) is disclosure by the Authority in respect of which the Supplier has given its prior consent (which is not to be unreasonably withheld)
- (h) is by the Authority in order to comply with any government policy on transparency or relates to a disclosure of monthly expenditure over £500 under this agreement

23.3 The provisions of this clause 23.3 shall survive for a period of six years from the Termination Date.

24. Audit

24.1 During the Term and for a period of 6 years after the Termination Date, the Authority (acting by itself or through its Representatives) may conduct an audit of the Supplier, including for the following purposes:

- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-

Contractors) of the Services [at the level of detail agreed in ~~Schedule 4~~ (Payment)];

- (b) to review the integrity, confidentiality and security of any data relating to the Authority or any service users;
 - (c) to review the Supplier's compliance with the Data Protection Legislation, the FOIA, in accordance with clause ~~22.2~~ (Data Protection) and clause 21 (Freedom of Information) and any other legislation applicable to the Services;
 - (d) to review any records created during the provision of the Services;
 - (e) to review any books of account kept by the Supplier in connection with the provision of the Services;
 - (f) to carry out the audit and certification of the Authority's accounts;
 - (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 24.2 Except where an audit is imposed on the Authority by a regulatory body, the Authority may not conduct an audit under this clause ~~24.4~~ more than twice in any calendar year.
- 24.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 24.4 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Supplier's Personnel.
- 24.5 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 24.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any

material manner by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

25. Intellectual property

25.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights created by the Supplier or Supplier's Personnel:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in the Authority on creation and the Supplier shall not reproduce or disseminate the same except with the prior written permission of the Authority which shall not be unreasonably withheld.

25.2 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

Termination

26. Termination for breach

26.1 The Authority may terminate this agreement in whole or part with immediate effect (or in its discretion on the expiry of a stated period) by the service of written notice on the Supplier in the following circumstances:

- (a) if the Supplier is in breach of any material obligation under this agreement
- (b) if the Supplier has failed to comply with a notice served upon it by the Authority requiring the Supplier to remedy a breach of their obligations under this agreement and the Supplier has failed to remedy such breach within 28 days of receipt of that notice (or such shorter period as may have been stated in the notice) from the Authority;
- (c) if there is an Insolvency Event.
- (d) if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
- (e) the Authority reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.

- 26.2 The Authority may terminate this agreement in accordance with the provisions of clause 27 and clause 28.
- 26.3 If this agreement is terminated by the Authority pursuant to this clause 26, such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination.
- 27. Force majeure**
- 27.1 Provided it has complied with the remaining provisions of this Clause 27, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 27.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.
- 27.3 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event [but not later than 3 Working Days from its start], notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 27.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Supplier cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Supplier should have foreseen and provided for the cause in question.
- 27.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 27.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by

the Force Majeure Event may terminate this agreement by giving 2 weeks' notice to the Affected Party.

28. Prevention of bribery

28.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier's Personnel, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

28.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

28.3 The Supplier shall during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause 28.3(a) and make such records available to the Authority on request.

28.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of clause 28.1 and/or clause 28.2 or has reason to believe that it has or any of the Supplier's Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise

suspects that any person or party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.

- 28.5 If the Supplier makes a notification to the Authority pursuant to clause 28.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with clause 24 or 28.
- 28.6 If the Supplier is in Default under clause 28.1 and/or clause 28.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of this agreement any Supplier's Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this agreement.
- 28.7 Any notice served by the Authority under clause 28.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).

29. Consequences of termination or expiry

- 29.1 On the expiry of the Term or if this agreement is terminated in whole or in part for any reason, the provisions of the Exit Management Plan shall come into effect and the Supplier shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier.
- 29.2 On termination or expiry of this agreement the Supplier shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Supplier's Authorised Representative shall certify full compliance with this clause.
- 29.3 Any provision of this agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, including clause 6.3 (provision of records), clause 18 (Indemnities), clause 19 (Limitation of Liability), clause 20 (Insurance), clause 21 (Freedom of Information), clause 22 (Data Protection), clause 23 (Confidentiality), clause 24 (Audit), clause 26 (Termination for Breach) and this clause 29 (Consequences of termination), shall remain in full force and effect.
- 29.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

General provisions

30. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

31. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

32. Severability

32.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

32.2 If any provision or part-provision of this agreement is deemed deleted under clause 32.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

33. Partnership or agency

33.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party

33.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

34. Third party rights

34.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement

34.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

35. Publicity

The Supplier shall not:

- (a) make any press announcements or publicise this agreement or its contents in any way; or
- (b) use the Authority's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

36. Notices

36.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

36.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting [or at the time recorded by the delivery service.

36.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

37. Entire agreement

37.1 This agreement and the documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

37.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is

not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

38. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

39. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

40. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

The COMMON SEAL of
WIRRAL BOROUGH COUNCIL
was hereunto affixed
in the presence of

)
)
)
)

Authorised Officer

Signed by the said
KINGDOM SERVICES GROUP LIMITED
in the presence of

)
)
)



 Director



Director/ Secretary

Schedule 1 Specification

See attached ITT

Schedule 2 Performance regime

Part 1 KPIs

1. The KPIs

1.1 The KPIs which the Parties are to agree within 3 months shall be used to measure the performance of the Services by the Supplier and shall be contained in a table similar to the table set out below.

KPI Description	Method of calculating service delivery/ measurement period	Target KPI	KPI category (Red/ Green)
Justified FPNs issued	No unjustified FPNs issued /Quarter	5%	TBC
Replying to Representations	Supply full or holding response to all representations received within 10 working days/Month	100%	TBC
Timely Reporting	Reports provided to Council no later than 3 working days after end of reporting period/Quarter	100%	TBC
Skip Administration	Permit applications processed within two working days of receipt & invoices prepared within one week of months end/Month	100%	TBC
Payment Rate	FPNs (litter and dog fouling combined) to attain a 74% payment rate (after three months of FPN issue)/Quarter	100%	TBC

1.2 The Supplier shall monitor its performance against each Target KPI and shall send the Authority a report detailing the Achieved KPIs in accordance with Schedule 5.

Part 2 [Service credits]

1. [Calculation of service credits]

1.1 Service Credits shall accrue for any Service Failure and shall be calculated in accordance with this Schedule.

1.2 If the level of performance of the Supplier during a measurement period achieves the Target KPI, no service points shall accrue to the Supplier in respect of that KPI.

1.3 If there is a Service Failure in the relevant measurement period:

- (a) the number of service points that shall accrue to the Supplier in respect of a Service Failure shall be the applicable number as set out in the table below depending on whether the Service Failure is a Minor Failure, a Serious Failure or a Severe Failure. Service credits shall be calculated in accordance with the following formula:

Service credit payable per month = (Total number of service points/100) x Charges payable by the Authority for the period.]

KPI No.	KPI title	Definition	Frequency of measurement	Category of Service Failure	Service points
KPI1	Justified FPNs	No more than 5% unjustified FPNs issued.	Quarterly.	To be agreed with successful tenderer during mobilisation period.	N/A
KPI2	Representations	Supply full or holding response to all representations received within 10 working days.	Monthly.	To be agreed with successful tenderer during mobilisation period.	N/A

KPI3	Timely Reporting	Required reports to be provided to Council no later than 3 working days after end of reporting period.	Quarterly.	To be agreed with successful tenderer during mobilisation period.	N/A
KPI4	Skip Administration	All permit applications to be processed within two working days of receipt & all invoices prepared within one week of months end.	Monthly.	To be agreed with successful tenderer during mobilisation period.	N/A
KPI5	Payment Rate	Combined litter and dog fouling FPNs must attain a 74% payment rate after three months of FPN issue.	Quarterly.	To be agreed with successful tenderer during mobilisation period.	N/A

The Performance Regime is to be agreed with the successful tenderer during mobilisation period.

Schedule 3 Supplier's Tender

See attached ITT

Schedule 4 Charges and payment

1. Calculation of the Charges

The Charges shall be calculated on the basis of the rates and prices set out the Supplier's Tender accepted by the Authority as set out in Schedule 3

ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
<p>1a</p> <p>YEAR 1</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles up to and inc. 1,000 FPNs</p>	<p>Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)</p>	1	[REDACTED]	
<p>1b</p> <p>YEAR 1</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles or all FPNS over 1,000</p>		1	[REDACTED]	
<p>2a</p> <p>YEAR 2</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles up to and inc. 1,000 FPNs</p>		1	[REDACTED]	
<p>2b</p>		1	[REDACTED]	

<p align="center">YEAR 2</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles or all FPNS over 1,000</p>				
<p align="center">3a</p> <p align="center">YEAR 3</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles up to and inc. 1,000 FPNS</p>		1	[REDACTED]	
<p align="center">3b</p> <p align="center">YEAR 3</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles or all FPNS over 1,000</p>		1	[REDACTED]	

ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
<p align="center">1a</p> <p align="center">YEAR 1</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) up to and inc. 7,500 FPNS</p>	<p>Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas</p>	1	[REDACTED]	
<p align="center">1b</p> <p align="center">YEAR 1</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in</p>		1	[REDACTED]	

accordance with Section 88 of the Environmental Protection Act 1990 (as amended) for all FPNS over 7,500	Day, Boxing day and New Year's day)			
2a YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) up to and inc. 7,500 FPNS		1	██████████	
2b YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) for all FPNS over 7,500		1	██████████	
3a YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) up to and inc. 7,500 FPNS		1	██████████	
3b YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) for all FPNS over 7,500		1	██████████	

ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
1a		1	██████████	

<p>YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 4 of Dogs (Fouling of land) Act 1996 up to and inc. 150 FPNs</p>	<p>Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)</p>			
<p>1b YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED for all FPNS in accordance with Section 4 of Dogs (Fouling of land) Act 1996 over 150 FPN</p>		1	[REDACTED]	
<p>2a YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 4 of Dogs (Fouling of land) Act 1996 up to and inc. 150 FPNs</p>		1	[REDACTED]	
<p>2b YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED for all FPNS in accordance with Section 4 of Dogs (Fouling of land) Act 1996 over 150 FPN</p>		1	[REDACTED]	
<p>3a YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 4 of Dogs (Fouling of land) Act 1996 up to and inc. 500 FPNs</p>		1	[REDACTED]	
<p>3b YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED for all FPNS in accordance with Section 4 of Dogs (Fouling of land) Act 1996 over 500 FPN</p>		1	[REDACTED]	

ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
<p>1a YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) up to and inc. 500 FPNs</p>	<p>Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)</p>	1	[REDACTED]	
<p>1b YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) for all FPNS over 500</p>		1	[REDACTED]	
<p>2a YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) up to and inc. 500 FPNs</p>		1	[REDACTED]	
<p>2b YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) for all FPNS over 500</p>		1	[REDACTED]	
<p>3a YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) up to and inc. 500 FPNs</p>		1	[REDACTED]	
<p>3b</p>		1	[REDACTED]	

YEAR 3				
PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) for all FPNS over 500				

PROVISIONAL ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
1a YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made up to and inc. 150 FPNS	Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)	1	[REDACTED]	
1b YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made for all FPNS over 150		1	[REDACTED]	
2a YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made up to and inc. 175 FPNS		1	[REDACTED]	
2b YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY		1	[REDACTED]	

<p>NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made for all FPNS over 175</p>				
<p>3a YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made up to and inc. 175 FPNS</p>		1	[REDACTED]	
<p>3b YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made for all FPNS over 175</p>		1	[REDACTED]	

PROVISIONAL ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
<p>1a</p> <p>YEAR 1</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary up to and inc. 25 FPNs</p>	<p>Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)</p>	1	██████████	
<p>1b</p> <p>YEAR 1</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary for all FPNS over 25</p>		1	██████████	
<p>2a</p> <p>YEAR 2</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary up to and inc. 25 FPNs</p>		1	██████████	
<p>2b</p> <p>YEAR 2</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary for all FPNS over 25</p>		1	██████████	

<p align="center">3a</p> <p align="center">YEAR 3</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary up to and inc. 25 FPNs</p>		1	[REDACTED]	
<p align="center">3b</p> <p align="center">YEAR 3</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary for all FPNS over 25</p>		1	[REDACTED]	

PROVISIONAL ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
<p align="center">1a</p> <p align="center">YEAR 1</p> <p>PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties up to and inc. 4,000</p>	<p>Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)</p>	1	[REDACTED]	
<p align="center">1b</p> <p align="center">YEAR 1</p> <p>PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties over 4,000</p>		1	[REDACTED]	
<p align="center">2a</p>		1	[REDACTED]	

<p align="center">YEAR 2</p> <p>PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties up to and inc.4,000</p>				
<p align="center">2b</p> <p align="center">YEAR 2</p> <p>PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties over 4,000</p>		1	[REDACTED]	
<p align="center">3a</p> <p align="center">YEAR 3</p> <p>PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties up to and inc.4,000</p>		1	[REDACTED]	
<p align="center">3b</p> <p align="center">YEAR 3</p> <p>PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties over 4,000</p>		1	[REDACTED]	

Current Penalty Levels in Wirral

Legislation	Penalty Amount	Discount Amount
Section 9 of the Health Act 2006	£50	£30
Section 88 of the Environmental Protection Act 1990	£80	N/A
Section 4 of Dogs (Fouling of land) Act 1996	£50	N/A
Section 34A of the Environmental Protection Act 1990	£300	N/A
Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014	£100	£60
Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002	£20	N/A
The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018	£100	N/A

Day Rates for Additional Works						
Item No.	Detail	Quantity	Unit	Rate	Rate	Rate
				Year 1 £	Year 2 £	Year 3 £
1.0	Environmental Enforcement Officer					
1.1	Between 0600 and 1800 hours Monday to Friday	1.00	Hour	██████	██████	██████
1.2	Between 1800 and 2200 hours Monday to Friday	1.00	Hour	██████	██████	██████
1.3	Between 0600 and 1800 hours Weekends and Bank Holidays	1.00	Hour	██████	██████	██████

1.4	Between 0600 and 1800 hours Weekends and Bank Holidays	1.00	Hour			
2.0	Senior Enforcement Officer					
2.1	Between 0600 and 1800 hours Monday to Friday	1.00	Hour			
2.2	Between 1800 and 2200 hours Monday to Friday	1.00	Hour			
2.3	Between 0600 and 1800 hours Weekends and Bank Holidays	1.00	Hour			
2.4	Between 0600 and 1800 hours Weekends and Bank Holidays	1.00	Hour			

Skip Regulation						
Item	Description	Price per annum year 1 £	Price per annum year 2 £	Price per annum year 3 £	Unit	Comments
Fixed annual cost to facilitate the regulation of skips placed on the highway.	To include processing of approx. 3,500-4,000 permit applications per annum. Act as point of contact for skip operators. Plot issued permit details on an appropriate GIS technology solution. Generate invoices for Council recovery of permit fees.				1	

Schedule 5 Contract management

1. Authorised representatives

1.1 The Authority's initial Authorised Representative: The person at Wirral Borough Council holding responsibility from time to time for environmental enforcement from time to time or their delegate from time to time the delegate at the date of this agreement being Susan Bannister

1.2 The Supplier's initial Authorised Representative: [INSERT DETAILS]

2. Meetings

Type	Quorum	Frequency	Agenda
CONTRACT MEETING	COUNCIL AUTHORISED OFFICER SUPPLIER REPRESENTATIVE	MONTHLY	TO BE AGREED DURING MOBILISATION
QUATERLY REVIEW MEETING	COUNCIL SENIOR MANAGER COUNCIL AUTHORISED OFFICER SENIOR SUPPLIER REPRESENTATIVE SUPPLIER REPRESENTATIVE	THREE PER ANNUM	TO BE AGREED DURING MOBILISATION
ANNUAL REVIEW MEETING	COUNCIL SENIOR MANAGER COUNCIL AUTHORISED OFFICER SENIOR SUPPLIER REPRESENTATIVE SUPPLIER REPRESENTATIVE	ONCE PER ANNUM	TO BE AGREED DURING MOBILISATION

Schedule 6 Change control

1. General principles

- 1.1 Where the Authority or the Supplier sees a need to change this agreement, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 6
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Supplier and the Supplier's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 6 shall be undertaken entirely at the expense and liability of the Supplier.

2. Procedure

- 2.1 Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this agreement by the Authority; or
 - (c) a recommendation to change this agreement by the Supplier.
- 2.2 Where a written request for a Change is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Supplier shall be submitted directly to the Authority in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Note within three weeks.

2.4 Each Change Control Note shall contain:

- (a) the title of the Change;
- (b) the originator and date of the request or recommendation for the Change;
- (c) the reason for the Change;
- (d) full details of the Change, including any specifications;
- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note;
- (j) provision for signature by the Authority and the Supplier; and
- (k) if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this agreement under clause 26.1€ will be apportioned.

2.5 For each Change Control Note submitted by the Supplier the Authority shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
 - (iii) notify the Supplier of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this agreement.

Schedule 7 TUPE and Pensions

1 TRANSFER OF EMPLOYEES TO THE SUPPLIER ON THE EFFECTIVE DATE

1 The Authority and the Supplier agree that

1.1 The commencement of the provision of the Services or of any relevant part of them with effect from the Effective Date is a Relevant Transfer in relation to the Transferring Former Supplier Employees

1.2 The Supplier shall be liable for and indemnify and keep indemnified the Authority and any Former Supplier against any Employment Liabilities arising from or as a consequence of:

- (a) any proposed changes to terms and conditions of employment of any Transferring Former Supplier Employees which the Supplier may consider making on or after the Effective Date;
- (b) any of the employees informing the Authority or the Former Supplier they object to being employed by the Supplier; and
- (c) any change in identity of the employer of the Transferring Former Supplier Employees as a result of the operation of TUPE or as a result of any proposed measures the Supplier or any sub-contractor may consider taking on or after the Effective Date.

1.3 The Supplier shall be liable for and indemnify and keep indemnified the Authority and any Former Supplier against any failure to meet all remuneration benefits entitlements and outgoings and any other liabilities whatsoever to the Transferring Former Supplier Employees and any other person who will be employed by the Supplier or any sub-contractor in connection with the provision of the Services from and including the Effective Date.

- 1.4 The Supplier shall immediately on request by the Authority and/or the Former Supplier provide details of any measures that the Supplier or any sub-contractor envisages it will take in relation to any Transferring Former Supplier Employees including any proposed changes to terms and conditions of employment. If there are no measures the Supplier will give confirmation of that fact and shall indemnify the Authority and any Former Supplier against all Employment Liabilities resulting from any failure by it to comply with this obligation.
- 1.5 The Supplier shall indemnify and keep indemnified the Authority and each and every Former Supplier against all Employment Liabilities relating to any person who is or has been employed or engaged by the Supplier or any Sub-Contractor in connection with the provision of the Services arising from the failure by the Supplier and/or any Sub-Contractor to comply with any legal obligation whether under Regulations 13 or 14 of TUPE and any award of compensation under Regulation 15 of TUPE whether any such claim has its origin before or after the date of this agreement .
- 1.6 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply from Clause 1.2 to 1.5 to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to and indemnities given to the Replacement Supplier to the Authority in its own right under Section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

2 EMPLOYMENT AND TERMINATION OF THIS AGREEMENT

2.1 After the Effective Date the identity of the Supplier may change either because of termination of this agreement or part of it resulting in a transfer of the Services to a Replacement Supplier . At the end of this agreement the Authority may also carry out a further procurement exercise or carry out in- house or otherwise commission services that are substantially the same as the Services. This change in Supplier is called in this Schedule a Subsequent Transfer.

2.2 The Supplier shall, and shall procure that any Sub-Contractor shall, on receiving notice of termination of this agreement or within 14 days of receiving a request from the Authority and

also at such times as required by TUPE provide in respect of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services the Supplier's Provisional Staff List and the Staffing Information together with any additional information reasonably required by the Authority including information as to the application of TUPE to the employees. The Supplier shall notify the Authority of any material changes to this information as and when they occur.

2.3 At least 28 days prior to the Service Transfer Date the Supplier shall and shall procure that any Sub- Contractor shall prepare and provide to the Authority and/or at the direction of the Authority to the Replacement Supplier the Supplier's Final Staff List which shall be complete and accurate in all material respects. The Supplier's Final Staff List shall identify which of the Supplier's Personnel and Sub-Contractor's personnel named which are Relevant Employees

2.4 The Authority shall be permitted to use and disclose the Supplier's Provisional Staff List the Supplier's Final Staff List and the Staffing Information (and the Supplier expressly consents to this use and disclosure) for informing any potential tenderer or other prospective Replacement Supplier for any Services that are substantially the same type of services as the Services (or any part of them)

2.5. The Supplier warrants to the Authority and any Replacement Supplier that the Supplier's Provisional Staff List the Supplier's Final Staff List and the Employer Liability Information will be true and accurate in all material respects and that no persons are engaged in the provision of the Services other than those included on the Supplier's Final Staff List .

2.6 Any failure by the Supplier to comply with Clauses 2.2 and 2.3 and 2.5 of this Schedule shall entitle the Authority to suspend payment of the Charges until such information is provided but the maximum sum that may be retained shall not exceed the amount that would be payable in the 3 month period following the Supplier's default.

2.7 Any change to the TUPE information which would increase the total employment costs of the staff in the 6 months prior to the end of the Initial Term or the 6 months prior the end of the Extension Period shall not take place without the Authority's prior written consent (which shall not be unreasonably withheld) unless such changes are required by law.

2.8 In the 6 months prior to the end of the Initial Term and in the 6 months prior to the end of the Extension Period the Supplier shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff who may become Relevant Employees

nor shall there be any changes to their remuneration or terms and conditions without the Authority's prior written consent (which shall not be unreasonably withheld).

2.9 The Supplier shall indemnify and keep indemnified the Authority and at the Authority's request each and every Replacement Supplier and each and every Former Supplier against all Employment Liabilities relating to any person who is or has been employed or engaged by the Supplier or any Sub-Contractor in connection with the provision of the Services arising from the failure by the Supplier and/or any Sub-Contractor to comply with any legal obligation whether under Regulations 13 or 14 of TUPE and any award of compensation under Regulation 15 of TUPE whether any such claim has its origin before or after the Service Transfer Date .

2.10 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply from Clause 2. 2 to 2.9 to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to and indemnities given to the Replacement Supplier by the Supplier or by the Authority in its own right under Section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

2.11 Notwithstanding the provisions of clause 2.10 of this Schedule the parties to this agreement expressly agree that they may rescind or vary any terms of this agreement without the consent of any other person who has the right to enforce its terms notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.

Schedule 8 Commercially sensitive information

The supplier should insert any details of information considered commercially sensitive that has been used as part of this Tender.

Schedule 9 Data processing

1. The Supplier shall comply with any further written instructions with respect of processing by the Authority.
2. Any such further instructions shall be incorporated into this Schedule.

3. Processing by the Supplier

The supplier shall process data in accordance with their agreed Method Statement 4 submitted as part of this tender.

**Corporate Procurement
INVITATION TO TENDER (ITT)
SCOPE AND CONTRACT SPECIFICATION FOR THE SUPPLY OF
DN328106 – ENVIRONMENTAL ENFORCEMENT SOLUTION**

Tenderers must read the “Instructions for Tenderers” on The Chest.

RETURN OF INVITATION TO TENDER

The closing date for the submission of tenders is 12 noon on: **16th April 2018**

<http://www.the-chest.org.uk>

CONTACT AND QUERIES

If any tenderer wishes to raise any queries which may have a bearing on the offer to be made or have any specific questions regarding this process, please liaise with Wirral Council Corporate Procurement **via The Chest** at the earliest opportunity, and in any case **not later than 12 noon, 3 working days prior to the closing date**. Questions raised after this time may not be responded to. Tenderers must ensure anonymity when raising questions.

Tenderers are advised that where such enquiries have been made, and it is appropriate to do so, the Council will distribute to all tenderers a copy of the enquiry and the written reply, with anonymity preserved, via The Chest. It is the tenderers responsibility to ensure that they check for any new information.

PLEASE DO NOT CONTACT OFFICERS VIA ANY OTHER METHOD AS A RESPONSE WILL NOT BE PROVIDED.

Tenderers or bidders are required to indicate those parts of their submission that they regard as commercially sensitive in the event that information requests are received from third parties.

USING THE CHEST

Supplier Guides on how to use The Chest can be found by clicking on the “Help” button at the top right hand side of the screen.

In the event of any TECHNICAL problems using The Chest, please contact:

Email: procontractsuppliers@proactis.com
Telephone: 0330 005 0352(08:30 - 17:30)

Section 1 – Scope

1.1 Scope

This contract is primarily for delivery of goods or services to council establishments in Wirral. Wirral is a Metropolitan Borough of Merseyside in the North West of England with a population of approx 300,000 over 60 square miles. Further information about Wirral is available on our website (www.wirral.gov.uk).

- 1.1.1 Wirral Council is tendering for the provision of an Environmental Enforcement Contract. Wirral organises its work into four lots of geographical areas however compliance with this is not a requirement of this contract and bidders should primarily demonstrate how the Council's corporate vision and outcomes will be delivered through the provision of this service.
- 1.1.2 Wirral Council is inviting tender responses for a suitably experienced and qualified Service Provider with a proven track record of delivering fixed penalty notices in respect of environmental crime and that can provide an outcome driven solution to work in partnership with the Council to provide Environmental Enforcement Services.
- 1.1.3 Environmental Crime can affect the quality of the local environment and has an impact on how places look and are perceived. For example a poor quality local environment can also have wider impacts such as public health and contribute to a decline in community spirit and decreased property values.
- 1.1.5 This contract will require the Service Provider to provide a team of experienced and competent staff to deliver first class, zero tolerance environmental crime enforcement across Wirral. The primary outcomes are to engender behavioural change and deliver an attractive local environment.
- 1.1.6 The Service Provider will be required to prepare case files and prosecution evidence on behalf of the Council in the event of none payment of fixed penalty notices (FPN's) or in the event of an offence which would not warrant the issue of a FPN.
- 1.1.7 The scope of the Services may be varied by mutual agreement within the contract period to include offences covered by other relevant legislation, where the issuing of fixed penalties and associated warnings are permitted or where additional works are required to support the achievement of the outcomes

1.2 Procurement Programme

1.2.1 It is intended that the following procurement timetable will be adhered to during the tendering exercise. The procurement of the Contract by the Council will be through the EU Restricted Procurement Procedure. The Council reserves the right to amend this timetable at any time. Tenderers will be notified of all amendments by the Council's Officer.

Target Date	Activity
13 th March 2018	Form of Tender Advertise on the Chest
12 th April 2018	Deadline for asking clarification questions
16 th April 2018	Closing Date for Tender Submission
16 th April 2018	Evaluate bids
30 th April 2018	Scoring Moderation
28 th May 2018	Formal Contract Award (After 10 day standstill)
29 th May 2018	Contract Implementation/Mobilisation
1 July 2018	Contract Commencement Date

1.3 Background to Service Provision

- 1.3.1 In July 2015, the Council appointed an external provider via a competitive tendering exercise as its Litter Enforcement Service Provider to undertake litter enforcement on the Council's behalf. In April 2016 this provision was extended to include environmental enforcement in alleyways and again in May 2016 to include dog fouling enforcement. The estimated value of this service provision is £500,000 per annum including variations.
- 1.3.2 It is the intention of the Council that any surplus income generated through Environmental Enforcement activity be reinvested in delivering The Wirral Plan and its associated outcomes.
- 1.3.3 Tenderers will be required to find suitable local premises to facilitate the operation of the Environmental Enforcement Contract. The Council acts as landlord to a number of commercial businesses and partner organisations across a small portfolio of properties. Tenders are invited to enquire with the Council's Asset Management Team as to the suitability and availability of premises however the Council can provide no assurance of this provision.

1.4 Service Outcomes

1.4.1 As part of this tender process, the Council has set out to achieve the following service outcomes:

- Implement leading edge systems to account for and report accurate information
- Improve the quality of life for residents of Wirral Council through maintaining an attractive local environment
- Maximise investment in Wirral Council
- Comply with legislative requirements (current and future)
- Meet the Council's wider objectives as set out in the Wirral Council Plan: A 2020 Vision (<https://www.wirral.gov.uk/about-council/wirral-plan-2020-vision>)
- To work with the Council to identify commercial opportunities for 'profit share' schemes through environmental enforcement initiatives across all sectors.
- Improve social value

1.4.2 The introduction of new innovations by the Service Provider is actively encouraged by the Council in order to drive and meet the Council's Service Objectives and corporate outcomes. In some cases the impact of the efficiencies may require a reduction in staff numbers in this as well as other contracts or the removal of other elements of the Services.

1.4.3 The Service Provider shall provide all requirements as outlined in Specification 2 or 3. They shall investigate, trial and implement, with the prior written agreement of the Council, new methods of service delivery to increase the efficiency of the operation and achieve the above outcomes.

1.4.4 The Council requires a high quality service to be delivered to achieve its outcomes. The Service Provider shall have performance indicators that are measurable and shall achieve continuous improvement.

1.5 Wirral Council Strategic Review

Wirral Council is currently undergoing a strategic review and due to the uncertainty of services required in the future, there is no guarantee as to the level of business under this contract.

Please note that should the strategic review deem that this service is no longer required or the service is not to be provided by Wirral Council, then Wirral Council reserve the right to terminate this contract.

1.6 Contract Duration

The contract is initially for 3 years starting on 1st July 2018, with the option to extend for up to a further 3 years.

Section 2 – Specification

2.1 Specification

2.1.1 Service Standards – The Service Providers responsibilities will include but will not be limited to:

- The issue of documentation including FPN's in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles.
- The issue of documentation including FPN's in accordance with Section 87/88 of the Environmental Protection Act 1990 (as amended). The Council do not currently issue fixed penalty notices to persons under the age of 18 years.
- The issue of documentation including FPN's in accordance with Section 4 of Dogs (Fouling of land) Act 1996.
- The issue of documentation including FPN's in accordance with Section 34/A of the Environmental Protection Act 1990 (as amended).
- The issue of documentation including FPN's in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when any Public Protection Order is made.
- When instructed by written notification The issue of documentation including FPN's in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary.
- The effective regulation of skips on the highway and the provision of a suitable electronic management system for the regulation of such skips in accordance with the Highways Act 1980 Section 139 (as amended). The electronic management system must have the facility to geographically record details of permits issued and to produce invoices for service by the Council on a monthly basis in respect of skip permit fees.
- The preparation of case files and production of prosecution evidence on behalf of the Council in the event of none payment of the FPN or in the event of an offence which would not warrant the issue of a FPN.

2.1.2 The Service Provider shall:

- Achieve the outcomes and performance measures as required by this specification. By way of illustration, the Council would expect that approximately 10,000 Fixed Penalty Notices for environmental offences would be achievable in Year 1.
- Allow for changes in advances in technology as well as the impact of changing legislation and the changing levels of compliance across the borough.

- Manage the resources engaged in the provision of all aspects of the service, utilising management information to drive efficiencies and performance improvements.
- Maintain a comprehensive set of policies relating to staff management.
- Work with the Council and other Stakeholders to facilitate system improvements and efficiencies as appropriate.
- Deliver the Staff required to provide all services in accordance with the specification.

2.2 Recruitment

- 2.2.1 The Council has a policy of promoting the employment of local people and the Service Provider should bear this in mind when recruiting, ensuring that vacancies are advertised locally and that local people are employed where possible. As part of their overall Submission the Service provider should describe how they intend to deliver this requirement (See Social Value Method Statement 6 on page 33.)
- 2.2.2 The Service Provider shall ensure all staff employed have a legal right to work in the UK prior to any offer of employment and shall verify the identities of all staff. Where it is found that they do not have a right to work, the Council must be informed immediately, and notified of the action taken.
- 2.2.3 The Service Provider shall provide agreed levels of appropriately trained staff fully vetted to Disclosure & Barring Services (DBS) standard staff to deliver the services to support year on year improvements in compliance levels, processing efficiencies and customer satisfaction.
- 2.2.4 The Service provider will be responsible for all recruitment and retention of staff in order to maintain the level of service required.

2.3 Training

- 2.3.1 The Service Provider shall have suitable training programs in place for all staff. The training will be provided at no cost to the Council.
- 2.3.2 Training is to be an on-going process in order to ensure that all staff maintain standards and improve performance. This will include delivery of refresher training, and training in the event of notification of legislative or policy change.
- 2.3.3 The Service Provider shall assess all staff training needs regularly and maintain a record of the training received by all staff, including dates. These records should be made available to the Council upon request. The Service Provider shall ensure that all staff provided are of good character, polite and confident.

- 2.3.4 The Service Provider will ensure that their staff are made available to attend any training provided by the Council which may be required in order to comply with relevant Council Policies and Procedures (this attendance will be at no cost to the Council).
- 2.3.5 No member of the Service Provider's staff may be deployed without role appropriate training and a competence assessment, which for the avoidance of doubt shall include a period of supervision.
- 2.3.6 The Service Provider must provide documentary proof of qualifications of staff if required by the Council. Such records shall be updated as qualifications are gained or new staff recruited.
- 2.3.7 The Service Provider's staff will come into contact with members of the public. All staff shall be customer focused and will communicate with all members of the public and alleged offenders in a polite, courteous and efficient manner.
- 2.3.8 The Service Provider or the Service Provider's employees shall, in no circumstances, hold itself/themselves out as being the servant or agent of the Council or hold itself/themselves out as being authorised to enter into any Contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation.

2.4 Patrols and other related duties

- 2.4.1 The Service Provider must ensure a sufficient staffing level to work across a 7 day week patrol schedule and be available to work from 6am to 10pm and to comply with occasional initiatives/campaigns/events in certain locations during peak times. This includes the provision of staff during all Bank Holidays except Christmas Day, Boxing Day and New Year's Day. Method Statement 2 must specify the tenderers proposals with regards to shift patterns and/or seasonal working in order for the Service Provider to fulfil its obligations and deliver the required outcomes in respect of this contract.
- 2.4.2 An authorised representative of the Service Provider shall be available in person during the hours of 09.00 – 17.00 Monday to Friday, inclusive, to deal with the management of the Contract.
- 2.4.3 The Service Provider must ensure that suitable systems are employed to carry out personal identity checks/enquiries of all alleged offenders prior to the issue of a FPN. The Service Provider should provide sufficient support so as to carry out these identity checks and to provide relevant documentation including Section 9 witness statements as part of a prosecution file. Support functions will include sending letters, issue of Notices, compiling prosecution files, preparation of court papers and the administration and processing all elements of the fixed penalty notice. A system should be available to carry out identity checks at all times that staff are on patrol in the Borough.
- 2.4.4 Staff must gather and record evidence or other relevant information in accordance with the Police and Criminal Evidence Act 1984 (PACE) where appropriate.

- 2.4.5 Representatives of the Service Provider and the Service Providers employees engaged in the performance of the Services must at all times whilst on duty carry a Council issued identity badge and shall make such identity card available for inspection upon request by members of the public and Council Officers. Identity badges will contain the photograph, name, employer details and designation of the member of staff. This must be returned to the Council when a person leaves the employment of the Service Provider. There will be no cost to the Service Provider for the provision of these identity cards however the Council will levy a charge for the provision of lost or stolen identity cards.
- 2.4.6 The Service Provider must ensure that all persons employed in the performance of the Services must at all times be properly and sensibly attired and presentable. This would normally consist of a uniform and any other personal protective equipment associated with the function of the staff, except in circumstances agreed by the Council. Uniforms provided by the Service Provider to employees shall be agreed by the Council and should be adequate and sufficient for the protection of the employee in the performance of the Service. The uniform will include logos as agreed by the Council.
- 2.4.7 The Service Provider shall ensure relevant staff are available to attend court to give evidence (at no additional cost or expense to the Council) as required, in the event of a trial for an offence they have witnessed or played an active role in.
- 2.4.8 The Service Provider will ensure staff perform an ambassadorial role and take part in agreed local initiatives and joint operations including interacting with other agencies if required to do so by the Council.
- 2.4.9 The Service Provider must ensure that all staff operate in line with the Local Authorities Code of Conduct, Corporate Enforcement Policy, Operational Polices and relevant procedures at all times.
- 2.4.10 The Service Provider must make documentary returns as required by the Council. These will include providing regular statistical data in relation to the performance of the contract, financial information and written reports in relation to complaints alleging officer misconduct and evidential shortfalls.
- 2.4.11 It is of paramount importance that the Service Provider understands the importance of their role. The Service Provider will be acting on behalf of the Council to fulfil their statutory duty and the Service Providers actions will therefore impact directly and significantly upon the reputation of the Council.
- 2.4.12 The Service Provider must ensure that at all times there is a sufficient number of staff employed who are suitably qualified and experienced in the nature of the Services at all times for the operation and provision of the Contract.
- 2.4.13 The Service Provider must be able to satisfy the Council that any sensitive information collected by the Service Provider on behalf of the Council for the duration of the Contract is stored securely to comply with Information Governance and all Data Protection legislation.
- 2.4.14 The Service Provider must prepare court papers to be laid at court in the event of none payment of FPN's in a format to comply with the protocol agreed between the Council and Her Majesty's Court & Tribunal Service.

2.4.15 The Service Provider may be required to provide staff who are adequately skilled to ensure accurate use of the Council systems were required. Adequate training of the employee will be provided by the Council.

2.5 Gifts and Inducements

The Service Provider or its staff shall under no circumstances accept any lost property, monies or other gifts, nor may they solicit such gifts.

2.6 Conduct

2.6.1 The Service Provider's staff shall not comment by any means, officially or unofficially, to any representative or section of the media on any matter related to the discharge of their duties without the prior permission of the Council. All staff should report any such attempt at contact by the media to the Council immediately after it occurs.

2.6.2 When dealing with the public, no Service Provider staff must offer an opinion on the appropriateness of environmental enforcement provisions or on Council policies in relation to any matter within the jurisdiction of the Council. In all cases the member of the public must be referred to the Council's Authorised Officer. The Service Provider shall be aware that all staff are representatives of the Council and should act accordingly at all times.

2.6.3 The Service Provider shall ensure that all of its staff deployed as part of the service specifically, while in view of the public shall act appropriately and shall not at any time act in ways that will bring the Council to disrepute. All staff must have a presentable and professional appearance whilst on duty and must comply with any reasonable requirements of the Council. The Service Provider shall ensure that staff do not make or receive personal mobile phone calls whilst on duty, except in an emergency.

2.7 Stationery and Postage

2.7.1 The Service Provider shall be responsible for the supply of stationery relating to the provision of the Services as detailed in this Specification, including any additional stationery required as a result of changes in legislation/guidance. This includes but is not necessarily limited to:

- Issue of FPN's or other Notices via 1st class post.
- Reminder for payment letters via 2nd class post.
- Issue of court documents to Defendants via 1st class post.
- Letter headed stationery, for replying to representations and other correspondence via 2nd class post.

2.7.2 All stationery designs and templates including new and subsequent modifications are to be agreed by the Council for authorisation prior to issue.

2.8 Equality and Diversity

- 2.8.1 The Service Provider must demonstrate compliance with the Equality Act 2010 or any legislation which subsequently supersedes this as and when enacted.
- 2.8.2 The Service Provider has a legal duty to promote fairness, eliminate unlawful discrimination and promote good relations between people. The Service Provider is to be committed to these principles and will promote equality of opportunity and will treat all staff fairly and responsibly.
- 2.8.3 The purpose of the Equality and Diversity Policies is to remove barriers to equal opportunities and to prevent any form of discrimination regardless of an individual's ability, age, responsibility for children or other dependents, gender, disability, gender reassignment, marital status, political or religious belief or non-belief, race, national or ethnic origin, sexual orientation, trade union membership or activity, or work pattern.
- 2.8.4 The Service Provider shall recognise that the provision of equal opportunities in the workplace is good management practice. The Service Provider's policy shall help all employees to develop their full potential and the talents and resources of the workplace will be fully utilised to maximise the efficiency of the Service Provider.

2.9 Quality and Risk Management Processes

- 2.9.1 As a part of the overall solution, the service provider shall manage all risks associated with the provision of their compliance management and business processing services and maintain quality through robust service level management in accordance with the requirements of this Agreement.
- 2.9.2 As a minimum the Service Provider shall employ:-
- Processes and procedures to drive innovative improvements in performance for the duration of the contract.
 - Robust processes to protect the management of Council assets and reputation.
 - Processes to manage complaints, ensuring that complaints are kept to a minimum and where there are service failings, minimise risk to the reputation of the Council
 - Operating policies and procedures that cover best practice and comply with standards set out in Section 4 below.

2.10 Business Continuity and Disaster Recovery

2.10.1 The Service Provider shall have in place a Contingency and Disaster Recovery Plan covering all areas of the Services and provide key contact details to ensure business continuity. The Contingency and Disaster Recovery Plan shall be approved by the Council one month prior to the Contract Commencement Date. The plan must be revised and updated as a minimum, every six months during the Contract Term.

2.10.2 The contingency plan should take account of events such as, but not limited to:

- Vandalism
- Theft
- Fire
- Floods

which result in the loss or temporary unavailability of, but not limited to:

- Premises
- Transport
- Equipment
- Record
- Uniforms
- Other assets
- Non-availability of local staff and key contract support staff

2.11 Performance Monitoring and Continuous Improvement

2.11.1 The Service Provider is expected to review and monitor the operational performance of the contract as a minimum, on a monthly basis and in accordance with the requirements of this specification and to make any amendments necessary to ensure its effective contract performance and delivery of outcomes. This includes monitoring and compliance surveys at intervals mutually agreed between the Council and the Service Provider.

2.11.2 The Council requires the Service Provider to carry out trend performance monitoring and expects proposals on the methods that would be used and what trends would be measured. Written reports of the results of such monitoring should be made available to the Council upon request from the Authorised Officer.

2.11.3 The Council requires an innovative approach to the delivery of this service. The Service Provider shall have the ability to adopt new technologies and new methods of deployment to secure continuous improvement year-on-year during the Contract Term.

2.11.4 The Service Provider must actively report on the Services provided as a minimum, on a monthly basis. The report should outline and accurately reflect changes and improvements required (and implemented) with reference to the baseline data and must include as a minimum:

- Staffing team (roles and working hours) including labour turnover
- Innovation
- Developments required
- Efficiency gains and savings
- Recommended amendments to the contract through change control
- Proposed 'invest to save' solutions
- Response to Council suggested improvements
- Changes due to legislation.

See Schedule 5 (Contract Management) of the Terms and Conditions.

2.11.5 The Service Provider will also be expected to provide an "Annual Report" within one calendar month following the anniversary of the contract.

2.11.6 The Service Provider must also demonstrate that it has met the key performance indicators (KPI's) and has the evidence necessary to confirm this in the monthly KPI reports.

2.11.7 The Council may at any time carry out performance monitoring to ensure that the Service Provider complies with the Specification and Contract generally and the Service Provider shall allow access to its files, systems and premises used to deliver and manage the Service. Any findings resulting from monitoring will inform performance management. The Service Provider shall address issues arising from monitoring in the timescale required by the Council which shall be determined by considering the severity and priority of the issue.

2.12 Council and Supplier Equipment

2.12.1 The Service Provider shall store and keep any Equipment in good condition and, if lost or broken, replace the item. The Service Provider shall purchase any replacement equipment or repair any damaged items at their cost.

2.12.2 Unless otherwise agreed by the Council, the Service Provider is responsible for maintaining and upgrading equipment. This is expected to take place during the term of the Contract and any tender should be priced accordingly.

2.13 Risk Management

2.13.1 The Service Provider shall identify and liaise with the Council to manage risk related to the delivery of the requirements of this Specification and in accordance with the Service Provider's risk policy. As a part of this, the Service Provider shall provide the Council information related but not limited to:

- The processes and policies used to manage risks including identification, reporting any acceptance and mitigation.
- The processes and policies in identifying, reporting and resolving privacy risks/issues and security breaches involving personal data.
- The categorisation of risk.
- The assessment and allocation of risk.

2.14 Sustainability Commitment

2.14.1 The Service Provider shall provide a written submission demonstrating their commitment to sustainability as follows:

- Providing a solution that aligns with the Council's environmental objectives.
- Reducing any adverse impact on the environment whilst meeting transport, access and mobility requirements.
- Showing commitment to environmental awareness, education and communication.
- Aligning with sustainable procurements such that the solution procured shall achieve value for money and generate benefits to the Council, wider population, the economy and environment.

2.14.2 The Specific Sustainability Commitment of the Council can be made available on request. Details of the Council's sustainability commitments can be found on the Council's website.

2.15 Testing

The Service Provider shall provide an outline of the Acceptance Testing process to be used to ensure Business Readiness. This should include but not limited to;

- A description of the testing methodologies proposed.
- A description of how testing will ensure the Council business objectives are met, including how it will be demonstrated that the operation of all aspects of the services will be sufficient and ready for Contract Commencement Date.
- An outline of the content of a typical Acceptance Test specification.
- Details of what processes will be used to manage faults to resolution.

- Details of what processes will be used to manage Acceptance Test results capture, logging, and tracking and deliver test progress and completion reporting.
- A description of the proposed approach to managing and undertaking testing with other Service Providers and other Third Parties.
- A description of the proposed approach to managing and undertaking the end-to-end testing required assuring the Council that the Services and interfaces will operate and continue to operate.

Section 3 – Delivery

3.1 Staff

- 3.1.1 The Service Provider shall employ sufficient numbers of suitably trained, qualified, competent and equipped staff to perform all the duties specified and to fulfil the Contract requirements.
- 3.1.2 The Service Provider will ensure staff are able to identify and take appropriate action in line with Council's Corporate Enforcement Policy against environmental offences and priorities as determined by the Contract requirements. This policy can be found on the Council's website.

3.2 Vehicles

- 3.2.1 The Service Provider should ensure that a sustainable and efficient transport plan is in operation at all times throughout the Contract Term.
- 3.2.2 The Service Provider shall be responsible for any and all vehicles it requires for the effective operation of the contract. The Service Provider will ensure that there are sufficient vehicles and employees with valid driving licenses to meet the Deployment Plan. All vehicles should be driven with consideration for other road users, within speed limits.
- 3.2.3 Certain dispensations from the parking regulations may be allowed for vehicles used in relation to the contract. The Service Provider will be responsible for ensuring that its vehicles do not park in contravention outside of these dispensations.
- 3.2.4 In line with the Council's environmental policies, Service Providers should consider any practical measures they will take to improve the environment, reduce consumption of fuel or other resources or reduce pollution during the duration the Contract Term.

3.3 Uniforms

- 3.3.1 The Service Provider shall provide a uniform for each member of staff deployed on patrol and replace items of the uniform as and when necessary to maintain standards. All items of uniform must be agreed with the Council prior to their use.
- 3.3.2 If a member of staff is not carrying a Council identity card, then they are not considered to be in full uniform.
- 3.3.3 If the Service Provider chooses to provide staff with body worn cameras, the Service Provider shall ensure that these cameras are encrypted and utilised in line with the Information Commissioner's Office Code of Practice and have regard to the General Data Protection Regulations (GDPR) mandatory provisions in respect of the processing of personal data. Information on the requirements of GDPR can be found at <http://www.privacy-regulation.eu/en/article-28-processor-GDPR.htm>
See Method Statement 4.

3.4 Crime Reporting and Prevention

- 3.4.1 Where any Officer witnesses anything that gives rise to suspicion that a crime has been or is about to be committed, they must contact the Service Provider's control room who should log the incident and notify the police immediately.
- 3.4.2 Any accidents or assault on any member of the Service Provider's staff shall be notified to the Council immediately. The Service Provider may at its discretion decide to involve the police in the incident and instigate criminal proceedings against any person committing such an offence. The Council should be informed throughout.
- 3.4.3 Should a member of staff be detained by the police or arrested as a direct result of carrying out their duties under this Contract, the Council shall be immediately informed and it is the responsibility of the Service Provider to provide them with legal representation at no cost to that member of staff or the Council.

3.5 Witnesses and Evidence

The Service Provider shall ensure that staff attend court when requested and provide evidence. Staff shall wear uniform when in attendance.

3.6 Printing and Postage

- 3.6.1 The Service Provider will be responsible for the printing and posting of all outgoing mail. All documentation or other correspondence required to be printed and/or posted by the Service Provider are to be sent by second class post except FPN's and other legal Notices which are to be sent by 1st class post or any format as defined in relevant legislation or required by the Council.
- 3.6.2 The Service Provider will be responsible for paying all postal charges. This includes postal charges for all replies to representations and correspondence.

3.7 Representations

- 3.7.1 The Service Provider will be responsible for receiving and responding to representations and enquiries arising from all aspects of the operation of the Service. If the Service Provider does receive complaints or enquiries which cannot be resolved, then these should be recorded and forwarded to the Council immediately.
- 3.7.2 The quality of replies to representations is paramount to FPN recovery. The Service Provider must reply fully and coherently to the points raised by the alleged offender, and the replies underpin the customer service vision and principle to resolve issues through a single point of contact. The Council requires a full response to be sent within the 10 working days of receipt of the representation.
- 3.7.3 The Service Provider shall carry out any enquiries and investigations necessary to enable a full response to be produced.

- 3.7.4 Decisions relating to whether or not to cancel a FPN are to be made within Council guidelines and policies, copies of which will be provided by the Council and may be varied from time to time. This will include provision for cases to be referred to the Council for advice where necessary.
- 3.7.5 In the case of alleged misconduct by staff, this will be investigated by the Service Provider and the Council advised of the outcome of that investigation.
- 3.7.6 The Service Provider will be required to assist the Council in any reasonable way with investigations related to the Council's Complaints Procedure or with any other query in respect of a FPN.
- 3.7.7 Upon requisition by the Council the Service Provider will comply with the relevant timescales for responses to Freedom of Information requests and corporate complaints.

Section 4 – Service Standards and Management

4.1 General

- 4.1.1 The Service Provider shall deliver the Services in accordance with both overarching legislation, and the standards of service set by the Council.
- 4.1.2 The Service Provider shall ensure that all business functions required to deliver the service are in place and managed as per the operational requirements specified by this contract and by the Council.
- 4.1.3 The Service Provider shall ensure that all management information is provided regularly and accurately to drive ongoing performance improvements. The Service Provider shall provide adequate management resource to ensure the effective management of the Service and be able to deliver the service to a standard as contained in the contract and KPIs and which delivers the outcomes of the contract.
- 4.1.4 The Service Provider shall also ensure that the Council has available all management reports it requires to monitor and improve performance for all aspects of the overall solution. The Service Provider shall seek to continuously improve the Service during the life of the Contract.

4.2 Service Standard

- 4.2.1 The Service Provider shall deliver the Services in accordance with both overarching Legislation and the standards set by the Council which includes but is not limited to:
- Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles.
 - Sections 87 and 88 of the Environmental Protection Act 1990 (as amended).
 - Section 4 of Dogs (Fouling of Land) Act 1996.
 - Section 34 of the Environmental Protection Act 1990 (as amended).
 - When instructed by written notification Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's.
 - When instructed by written notification Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary.
 - Highways Act 1980 Section 139 (as amended).
 - Operational and Statutory Guidance
 - Council Policies
 - Human Rights Act 1998

- Data Protection Act 1998
- Data Protection Act 2018
- Freedom of Information Act 2000
- Equalities Act 2010

4.2.2 The Council shall retain the responsibility for setting policy. When policy is changed, the Service Provider shall maintain and update any policy manuals, including but not limited to the updating of any training material, operating procedures and associated documentation.

4.2.3 The onus is on the Service Provider to comply with the Council's policy. Should the Service Provider believe there to be a conflict in the Council's policy with relevant legislation, they shall notify the Council immediately of any perceived conflict.

4.2.4 The Council requires an exceptional level of service to be provided at all times.

4.3 **Management Support**

4.3.1 The Service Provider shall be responsible for the management and support of all staff engaged in the provision of the Services for the Contract Term and shall provide commensurate contract management and support structures to achieve the performance and outcomes of this contract.

4.3.2 Any changes to the contract management structure during the Contract Term shall be approved by the Council.

4.3.3 The Service Provider's contract management team shall be responsible for the following as a minimum:

- Achievement of contract outcomes and Management of the performance of the Contract in line with the KPIs
- Attendance at all required meetings
- Responsible for continuous improvements over the contract term
- Liaise with the Council to ensure that the best quality service is delivered at all times.

4.4 **Management Information**

4.4.1 The Council will monitor the operation closely in accordance with the requirements set out in this Specification and make any amendments necessary to ensure their effectiveness.

4.4.2 The Service Provider is required to monitor the performance of the Contract in order to demonstrate that it has met the KPIs and has the evidence necessary to confirm this. The Service provider shall use its analysis of the KPIs to refine how the Service is intelligently delivered, including the deployment of staff.

4.4.3 All required reports, inclusive of format and frequency shall be agreed between the Council and Service Provider as a minimum the Council will require production of the reports identified within schedule 5 of this agreement.

4.4.4 The Service Provider shall have the appropriate resources and skills to effectively monitor its delivery of the Service and achievement of the KPIs. As part of the monitoring the Service Provider shall ensure that it considers how the standard of the Services delivered impacts on the Council's other Service Providers and stakeholders.

4.5 **Quality Management**

4.5.1 The Service Provider will be committed to quality and to achieving the key performance indicators (KPIs), as well as securing continuous improvement to the Service enabling the Council to meet its outcomes and objectives.

4.5.2 The Service Provider shall implement a robust quality management system to which the Council has the right to review and audit at any time. This must include, but not be confined to, the following areas:

- Monitoring the quality of telephone calls
- Customer satisfaction monitoring
- Quality of outgoing correspondence
- Quality of CCTV recordings and officer interaction with alleged offenders via body worn cameras if provided by the Service Provider as part of the Contract.
- Quality monitoring for Compliance Management
- Quality of responses to complaints and time taken to respond.

4.5.3 The Service Provider shall ensure that complaints are kept to a minimum and where there are service failings, they are resolved quickly with minimal risk to the reputation of the Council. This includes, but is not limited to:

- Approach to ensuring first time resolution for customer contacts
- Reduce the number of complaints made by customers
- Reduce the number of representations made by customers.

4.6 **System Security and Data**

4.6.1 The Service Provider shall observe the Council's IT security policy at all times.

All data remains the property of the Council. Data shall be stored in a format agreed by the Council and in adherence to Council policies relating to retention, access, transfer and storage. The Service Provider and its staff shall adhere to the terms of the Data Protection Act at all times.

4.6.2 Backups for all configurations for servers, virtual environments, infrastructure, correspondence, evidence and business processing will be undertaken by the technology solution service provider.

4.7 Health and Safety

4.7.1 The Service Provider shall ensure that staff carrying out any activities associated with the delivery of this Service, do so within the appropriate Health and Safety regulations and are properly trained in the necessary procedures.

4.7.2 The Service Provider shall manage all aspects of Health and Safety for its staff including appropriate risk assessments for all functions undertaken. As part of their overall Submission the Service Provider should describe how they intend to deliver this requirement.

4.7.3 The Service Provider shall maintain and implement its Health and Safety Policy which shall be made available to the Council one month prior to the Contract Commencement Date. This shall include, but is not limited to:

- The Policy statement as signed and dated by the CEO or Company Director.
- The company organisation structure including Health and Safety responsibilities.
- The Health and Safety arrangements relative to the nature and type of work outlined in this specification.

4.8 Communication

The Service Provider shall provide a fully developed communication plan which as a minimum shall include an office contact telephone number, a supervision mobile number and an operational employee mobile phone number which should remain as consistent numbers irrespective of staff. These numbers shall be available Monday to Friday between the hours of 9am to 5pm.

Section 5 - Contractual

5.1 Best Value

5.1.1 The Service Provider shall acknowledge that the Council is subject to the duty of Best Value (the "Best Value Duty") within the terms of the Local Government Act 1999. Best Value requires the continuous improvement of both the quality and cost to the Council of the Services. The Council has a Best Value Duty which is the duty imposed on the Council by Part 1 of the 1999 Local Government Act and under which the Council has a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to the Guidance issued from time to time by the Secretary of State, Audit Commission and the Chartered Institute of Public Finance and Accountancy pursuant to, or in connection with, Part 1 of the 1999 Act.

5.1.2 The Council currently intends to undertake regular Best Value Reviews of its Services, which may be held at any time during the term of the Contract, and on more than one occasion. The Service Provider is required to give reasonable assistance to the Council in undertaking Best Value reviews

5.2 Method of Payment

5.2.1 Provided that the Service Provider has performed the Services in accordance with the Contract, the Council shall pay to the Service Provider a monthly basis.

5.2.2 At the end of each Month, the Service Provider shall submit to the Council's Officer or his representative and within five days after the end of each Month, a signed invoice for the work completed in pursuance of the Contract for the preceding month

5.2.3 The Service Provider must refund any monies paid for fixed penalty notices cancelled due to officer errors or evidential shortfalls including (but not limited to):

- Where insufficient evidence is available for cases which have escalated to prosecution or a complaint has been received;
- False detail cases where there is insufficient evidence and/or the officer has not carried out an identity check and/or no address check has been made;
- An officer has not followed all relevant Council policies and procedures;
- Inadequate case files and witness statements.

5.2.4 Further information is provided within Schedule 4 of the Terms and Conditions of this Contract.

Section 7 – Method Statements

Tenderers are required to:-

make reference to **Section 2 – Specification** and:-

- a) provide a Method Statement (MS) on how EACH of the following are met in the space provided. If you need to use additional sheets, please ensure that you **CLEARLY REFERENCE** the **Method Statement number** and **tenderer's name** and submit the response in the tender submission.

This information will form a critical part of the appraisal process. Failure to provide method statements may result in your submission being rejected

Tenderers' replies in the **Section 7 - Method Statements** and **Section 8 - Compliance Table** will be used towards the assessment of the Quality criteria outlined in **Section 6 - Evaluation**. **It is important to note that these replies will form part of the tender submission, and if accepted, will form part of the contract specification.**

7.0

MS No	Weighting (%)	MS Description
1	10%	<p>Experience and Proven Track Record</p> <p>The tenderer should set out their experience and proven track record and provide 1 case study for the Provision of an Environmental Enforcement Solution with reference to other similar recent contracts completed or in progress. The Tenderer's skills and experience within the industry and how this could be used to deliver the outcomes of this Contract should be specified.</p> <p>Please provide response below</p> 

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2	35%	<p>Service Delivery Model, Management Approach and Delivery of Outcomes</p> <p>The tenderer should demonstrate how the key attributes of their proposed solution will deliver the performance outcomes of this Contract. This should include but not be limited to;</p> <ul style="list-style-type: none"> • The Service Providers proposed deployment plan • Meeting the requirements contained within Section 2.1 of this document. • Ensuring quality of fixed penalty notices issued. • Ensuring quality of evidence gathering and witness statements. • Maximising payment rates • Managing customer contacts including representations and complaints. • Production of reports and required documentation including performance monitoring and continuous improvement. • Introducing Innovation and potential opportunities to maximise third party income generation. • Innovative pricing models <p>The tenderer should also attach its Health and Safety Policy Statement.</p> <p>Please provide response below</p> <div style="background-color: black; height: 200px; width: 100%;"></div>
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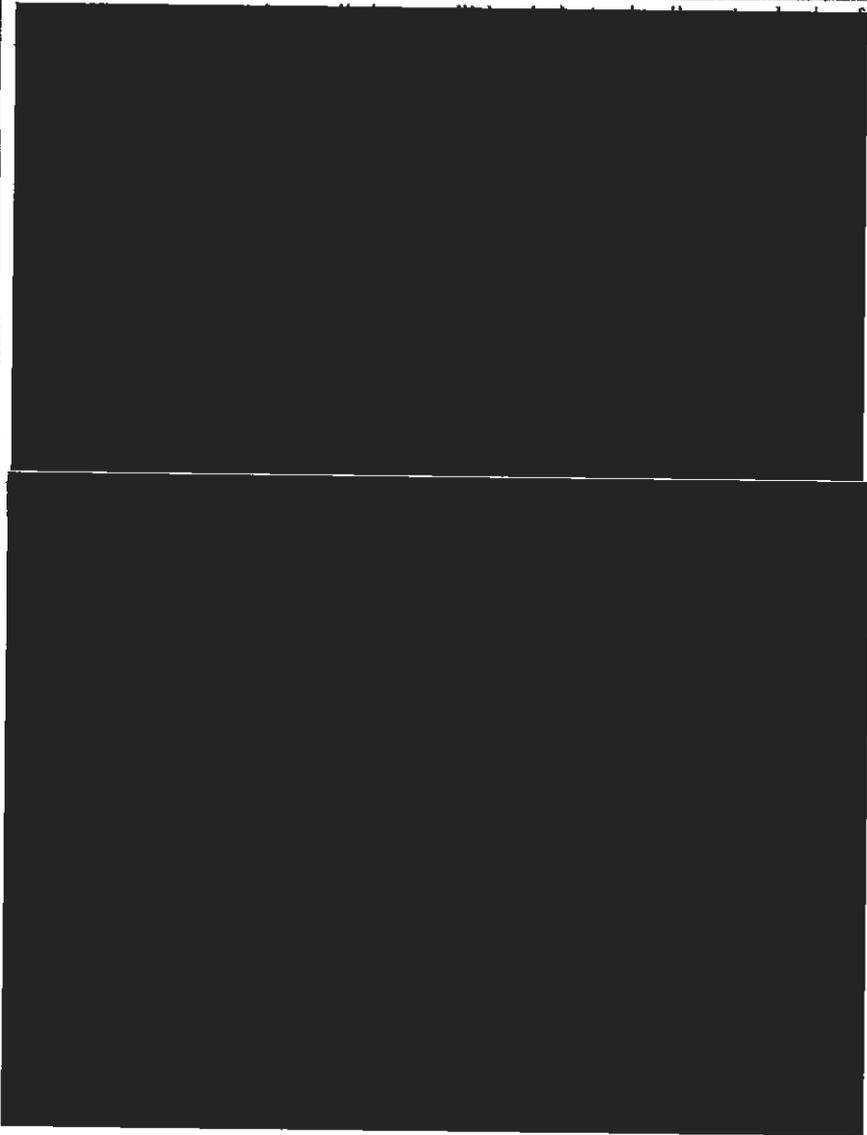
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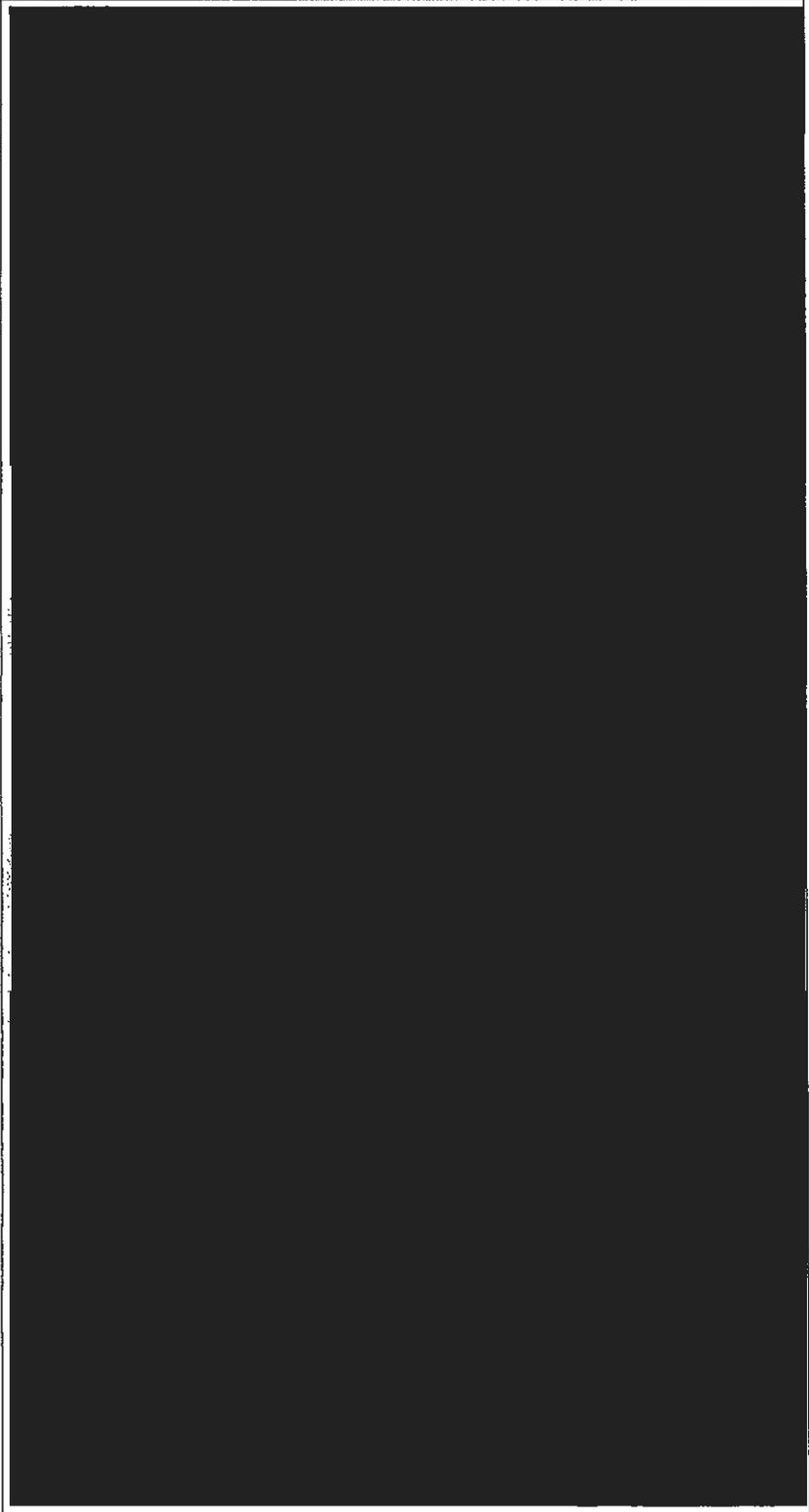
3	10%	<p>Technology Solution</p> <p>The Tenderer should demonstrate how its Integrated Technology Solution shall provide;</p> <p>A fully integrated, configurable and auditable solution utilising automated workflow to recover Fixed Penalty Notices at every stage of the recovery process as well as meet all existing and future statutory obligations.</p> <p>A fully integrated, configurable and auditable solution to manage and resolve all customer contacts.</p> <p>The ability to measure and report on output performance of all systems and interactions associated with the delivery of all services from a front, middle and back officer perspective as well as all customer interactions at frequencies to be agreed with the client.</p> <p>An ability to produce FPNs including Luhn check digit routine unique reference numbers and barcode to allow for multi-channel payments such as via Post Office and PayPoint.</p> <p>An ability to import a file of payments provided by the Council to allow for reconciliation of payments with FPNs.</p> <p>An ability to export GPS data for integration with Council GIS to provide information on locations of issued FPNs and historic patrols for publication.</p> <p>Be adaptable to keep up with changing demands, innovations in technology and changes to legislation</p> <p>Please provide response below</p> <div data-bbox="517 1332 1382 2022" style="background-color: black; height: 300px; width: 100%;"></div>
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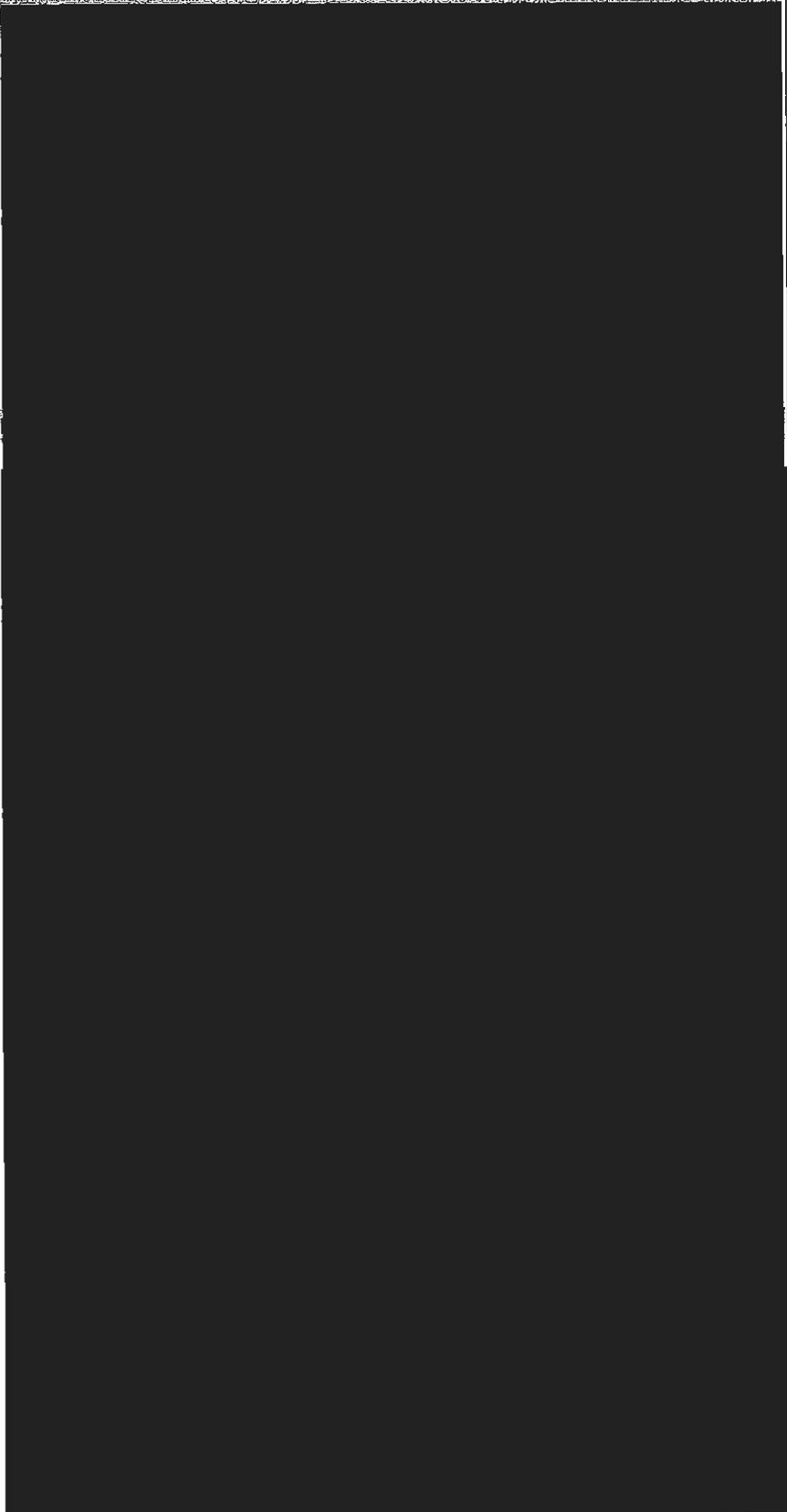
		
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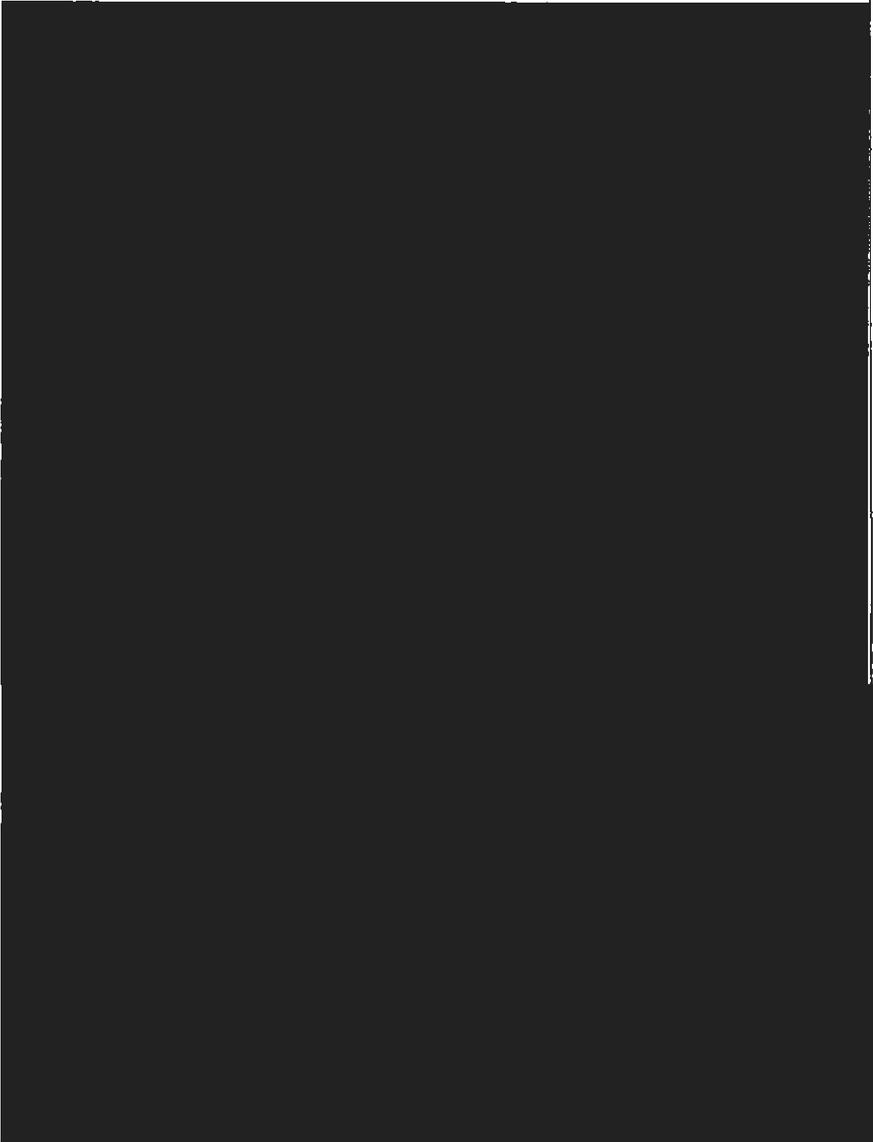
4	10%	<p>Data Protection</p> <p>The Tenderer will be required to demonstrate their ability to comply with the requirements of Part 3 of the Data Protection Act, 2018, when enacted, which deals with law enforcement processing.</p> <p>You should provide a Data Protection Impact Assessment containing;</p> <ul style="list-style-type: none"> • A description of the processing operations and the purposes, including where applicable the legitimate interests pursued by the controller. • An assessment of the necessity and proportionality of the processing in relation to the purpose. • An assessment of the risk to the individuals. • The measures in place to address the risk, including security and to demonstrate that you comply. <p>The contract with the Council will also include the new "General Data Protection Regulations" (GDPR) mandatory provisions in respect of the processing of personal data. Please demonstrate that:-</p> <ol style="list-style-type: none"> 1) You / your organisation are / is GDPR compliant and 2) Provide details and evidence as to how your technical and organisational measures meet the requirements of GDPR. <p>You will be required to maintain a record of all categories of processing carried out on behalf of the Council as Data Controller. The Council expects all Contractors/Processors to manage their own costs in relation to compliance. If you engage another processor to carry out processing activities the same data protection obligations as apply between the Council and the processor shall be imposed on the other processor. Information on the requirements of GDPR can be found at http://www.privacy-regulation.eu/en/article-28-processor-GDPR.htm</p> <p>Please provide response below</p> <div style="background-color: black; height: 200px; width: 100%;"></div>
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5	15%	<p>Wirral Plan</p> <p>The tenderer should set out how they will deliver the performance requirements and outcomes of this contract that will realise the achievement of the Wirral Plan, namely in relation to how the tenderers delivery model will:-</p> <ul style="list-style-type: none">• create an attractive local environment for residents, businesses and visitors to enjoy• change the behaviour of the minority of residents who commit anti-social behaviour and acts of environmental crime• help achieve a tangible increase in resident involvement in their local area• prevent blight, protect the environment and improve levels of local environmental quality. <p>Please provide response below</p> 
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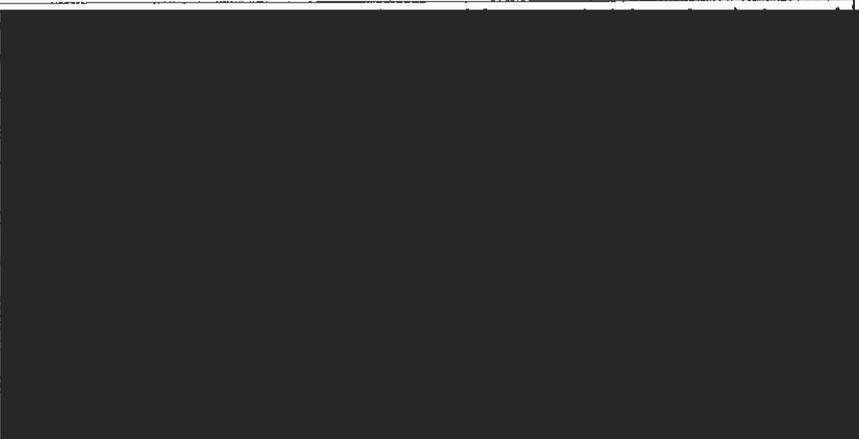
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	<p style="text-align: center;">■</p>	
7	5%	<p>Exit Strategy</p> <p>The Tenderer is required to detail their exit strategy for the contract. This should include but not be limited to proposals for;</p> <ul style="list-style-type: none"> • The migration of DATA. • Provision of information relating to TUPE. • Processing any Notices issued towards the end of the contract period through to their conclusion. • Information relating to equipment and premises. <p>Please provide response below</p> 

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If tenderers score 2 or less on 2 or more of the method statements, Wirral Council reserves the right to exclude the tenderer.

Section 8 – Compliance Table

Compliance questions - Tenderers are required to confirm their level of compliance with each of the requirements selecting the appropriate box. The Compliance questions will be marked as pass or fail. If you do not "Fully Comply" with any of the requirements, please provide details of why in the "Comments" section, where the Evaluation Team will consider if your response is acceptable. **Please enter a tick in the appropriate box**

Specification Ref	Line Item	Non Comply	Part Comply	Fully Comply
2.1	Technical Specification			
2.2	Recruitment			
2.3	Training			
2.4	Patrols and other duties			
2.7	Stationary and Postage			
2.8	Equality and Diversity			
2.9	Quality and Risk Management Processes			
2.10	Business Continuity and Disaster Recovery			
2.11	Performance Monitoring and Continuous Improvement			
2.13	Risk Management			
2.14	Sustainability Commitment			
2.15	Testing			
4.0	Service Standards And Management			
7.0	Method Statements 1-7			

Section 9 – Pricing Schedule

9.1 Introduction

- 9.1.1 Attention is directed to all the documents comprised in the ITT and these are to be read in conjunction with the Pricing Schedule. The tenderer should visit the area (the Borough of Wirral) to be satisfied as to the local conditions, the full extent and character of the operation, parking and general traffic conditions, the supply and conditions affecting labour and all other factors which could affect the execution of the Contract generally as no claims on the grounds of want of knowledge will be entertained.
- 9.1.2 All the Services provided under the Contract may be subject to regular quality inspection.
- 9.1.3 The tenderer is reminded that there is not a preliminaries section in the Pricing Schedule and all administrative and other charges and expenses whatsoever must be included in the unit rates for the various items.
- 9.1.4 Tenderers shall allow within the Pricing Schedule for assisting the Council in undertaking Best Value exercises as specified, including the provision of information for the formulation of Best Value Performance Indicators.

9.2 Prices

- 9.2.1 Prices should be submitted for the complete Contract Period.
- 9.2.2 The tenderer shall allow within the Pricing Schedule for the following activities:
- The provision of transport costs, labour and materials.
 - The provision of communication systems to facilitate the Service.
 - The completion of all relevant paperwork associated with the provision of the Service.
 - The completion of an appropriate level of self-monitoring/supervision to ensure that the relevant KPI requirements are satisfied.
- 9.2.3 All prices in the tender submission must be quoted in GBP.
- 9.2.4 All prices quoted must exclude VAT.
- 9.2.5 All prices must include installation costs, consumables e.g. professional services, management reports and Contract Review Meetings.
- 9.2.6 Any other costs must be specified.
- 9.2.7 Contracts containing clauses such as “prices are to be subject to fluctuation” or “those ruling at date of delivery” will not be accepted.

9.2.8 Wirral Borough Council will not recognise any charges made by the supplier for the duration of the contract that were not received as part of this quotation, unless they represent additional costs brought about by a change of client needs.

9.2.9 The 60% tender cost evaluation shall be based wholly on Item 1 of the pricing schedule.

9.3 Variant Tenders

No variations will be accepted.

9.4 Rates and Prices to be inclusive

9.4.1 The rates and prices shall include for the provision of staff, transport, insurance, maintenance, overheads and profit and every incidental and contingent cost and charge whatsoever for compliance with the Conditions of Contract and the Specification.

9.4.2 The Specification is intended to cover execution of all items necessary to complete the Services. Should there be any details which have not been referred to in the Specification or in the Pricing Schedule, but the necessity for which may be reasonably implied or inferred there from or which are usual or essential to the performance of the Services in all aspects the same shall be deemed to be included in the rates and prices submitted by the Tenderer in the Pricing Schedule.

9.4.3 Unit rates and prices must be quoted in pounds and whole pence to two decimal places. The terms "nil", "included" "and/or" must not be used but should be indicated as 0.00.

Section 10 – Declaration

I/We the undersigned, hereby quote to supply the goods / service / products detailed in this tender, at the respective prices quoted. (Prices must not include VAT).

I certify that as far as I know, the information I have supplied is accurate.

I/We agree that this tender shall remain open to be accepted or not by the Council for a period of six months from the closing date for the receipt of tenders.

I/We agree that the Council may discontinue the tendering arrangements at any time before a tender has been accepted.

I/We accept the specification and standard terms and conditions embodied in the request for tender and undertake to be bound by them if my/our tender is accepted by Wirral Borough Council.

I/We certify that I/we have not now or will in the future, canvassed or solicited any member, officer or employee of the council and any other companies in the group of which the council forms part, in connection with this tender and that to the best of our knowledge and belief no person employed by me/us or acting on my/our behalf has done such an act.

I/We understand that the Council is not bound to accept any tender and will not be liable under any circumstances whatsoever for the costs I/we have incurred in preparing the tender.

The tender submitted herewith is a bona fide tender intended to be competitive.

We have not fixed or adjusted the amount of the tender by or under or in accordance with any collusive agreement or arrangement with any other person.

NAME OF CONTACT:	[REDACTED]
DESIGNATION:	[REDACTED]
COMPANY NAME:	Kingdom Services Group Limited
ADDRESS (including postcode)	National Support Centre Kingdom House 1 Woodlands Park Ashton Road Newton le Willows WA12 0HE
TELEPHONE:	[REDACTED]
FAX:	[REDACTED]
EMAIL:	[REDACTED]
SIGNATURE:	[REDACTED]
DATE:	[REDACTED]

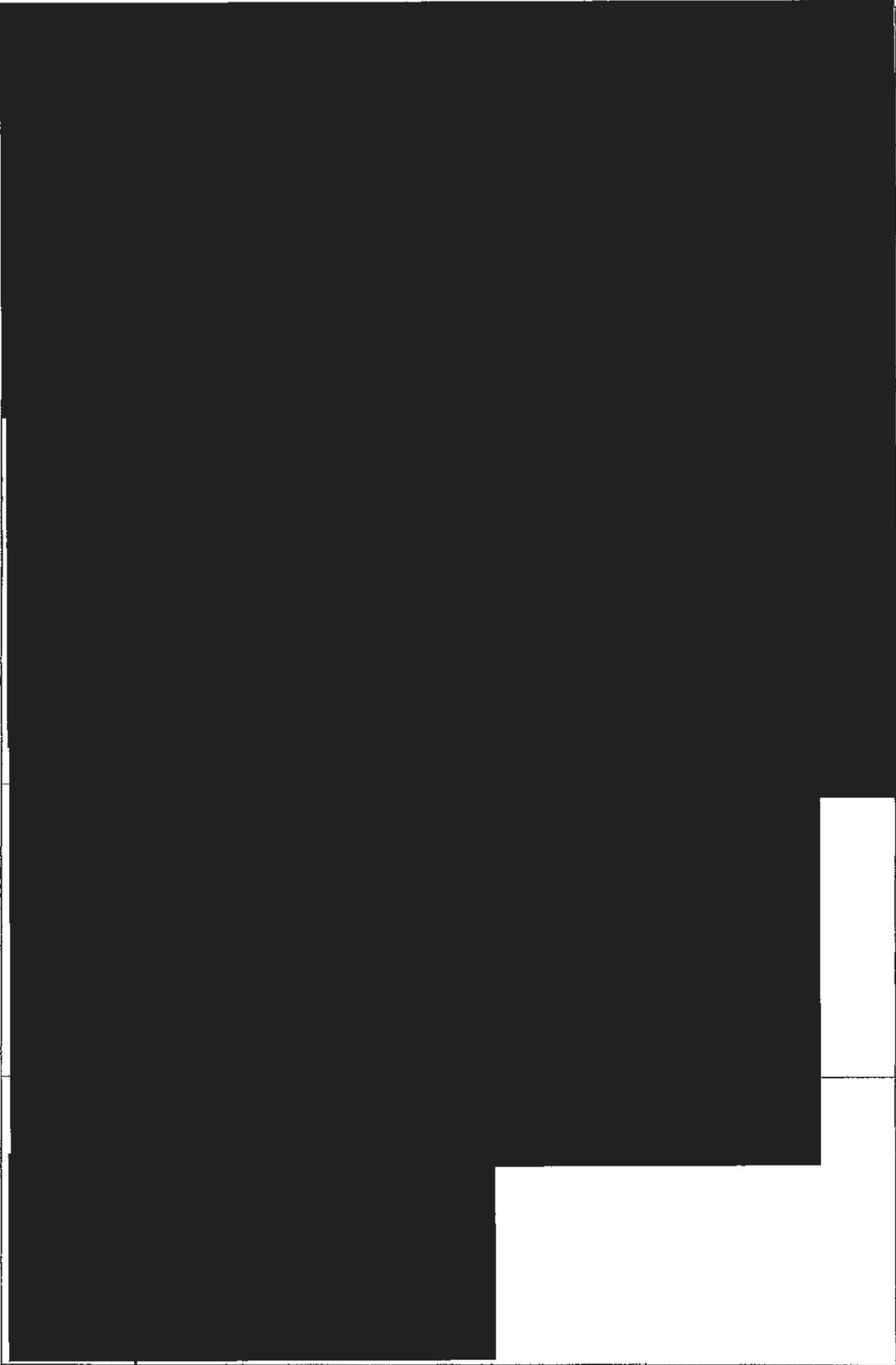


[REDACTED]

DATA PROTECTION IMPACT ASSESSMENT [REDACTED]

[REDACTED]

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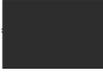


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ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
<p>1a YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles up to and inc. 1,000 FPNs</p>	<p>Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)</p>	1	[REDACTED]	
<p>1b YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles or all FPNs over 1,000</p>		1	[REDACTED]	
<p>2a YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles up to and inc. 1,000 FPNs</p>		1	[REDACTED]	
<p>2b YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles or all FPNs over 1,000</p>		1	[REDACTED]	
<p>3a YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles up to and inc. 1,000 FPNs</p>		1	[REDACTED]	
<p>3b YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 9 of the Health Act 2006 (as amended) Smoke Free Premises, Places and Vehicles or all FPNs over 1,000</p>		1	[REDACTED]	

ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
<p align="center">1a YEAR 1</p> PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) up to and inc. 7,500 FPNs	Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)	1	[REDACTED]	
<p align="center">1b YEAR 1</p> PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) for all FPNS over 7,500		1	[REDACTED]	
<p align="center">2a YEAR 2</p> PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) up to and inc. 7,500 FPNs		1	[REDACTED]	
<p align="center">2b YEAR 2</p> PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) for all FPNS over 7,500		1	[REDACTED]	
<p align="center">3a YEAR 3</p> PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) up to and inc. 7,500 FPNs		1	[REDACTED]	
<p align="center">3b YEAR 3</p> PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 88 of the Environmental Protection Act 1990 (as amended) for all FPNS over 7,500		1	[REDACTED]	

ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
1a YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 4 of Dogs (Fouling of land) Act 1996 up to and inc. 150 FPNs	Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)	1	[REDACTED]	
1b YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED for all FPNS in accordance with Section 4 of Dogs (Fouling of land) Act 1996 over 150 FPN		1	[REDACTED]	
2a YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 4 of Dogs (Fouling of land) Act 1996 up to and inc. 150 FPNs		1	[REDACTED]	
2b YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED for all FPNS in accordance with Section 4 of Dogs (Fouling of land) Act 1996 over 150 FPN		1	[REDACTED]	
3a YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 4 of Dogs (Fouling of land) Act 1996 up to and inc. 500 FPNs		1	[REDACTED]	
3b YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED for all FPNS in accordance with Section 4 of Dogs (Fouling of land) Act 1996 over 500 FPN		1	[REDACTED]	

ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
1a YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) up to and inc. 500 FPNs	Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)	1		
1b YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) for all FPNs over 500		1		
2a YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) up to and inc. 500 FPNs		1		
2b YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) for all FPNs over 500		1		
3a YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) up to and inc. 500 FPNs		1		
3b YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 34A of the Environmental Protection Act 1990 (as amended) for all FPNs over 500		1		

PROVISIONAL ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
<p>1a YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made up to and inc. 150 FPNs</p>	<p>Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)</p>	1	████████	
<p>1b YEAR 1 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made for all FPNS over 150</p>		1	████████	
<p>2a YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made up to and inc. 175 FPNs</p>		1	████████	
<p>2b YEAR 2 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made for all FPNS over 175</p>		1	████████	
<p>3a YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made up to and inc. 175 FPNs</p>		1	████████	
<p>3b YEAR 3 PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED in accordance with Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014 for the enforcement of Public Space Protection Order's to take effect if and when and Public Space Protection Order is made for all FPNS over 175</p>		1	████████	

PROVISIONAL ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
<p align="center">1a YEAR 1</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) In accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary up to and inc. 25 FPNS</p>	<p>Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)</p>	1	[REDACTED]	
<p align="center">1b YEAR 1</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary for all FPNS over 25</p>		1	[REDACTED]	
<p align="center">2a YEAR 2</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) In accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary up to and inc. 25 FPNS</p>		1	[REDACTED]	
<p align="center">2b YEAR 2</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary for all FPNS over 25</p>		1	[REDACTED]	
<p align="center">3a YEAR 3</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary up to and inc. 25 FPNS</p>		1	[REDACTED]	
<p align="center">3b YEAR 3</p> <p>PRICE PER JUSTIFIED FIXED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002 – Regulation 12 Stopping of engine when vehicle stationary for all FPNS over 25</p>		1	[REDACTED]	

PROVISIONAL ITEM	DESCRIPTION	UNIT	Fixed Price £ per FPN	Comments (if applicable)
1a YEAR 1 PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties up to and inc. 4,000	Provide all the Services in accordance with the Contract for the Provision of Environmental Enforcement. This will include working Monday to Sunday and Bank Holidays (except Christmas Day, Boxing day and New Year's day)	1	██████████	
1b YEAR 1 PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties over 4,000		1	██████████	
2a YEAR 2 PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties up to and inc.4,000		1	██████████	
2b YEAR 2 PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties over 4,000		1	██████████	
3a YEAR 3 PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties up to and inc.4,000		1	██████████	
3b YEAR 3 PRICE PER JUSTIFIED PENALTY NOTICE ISSUED (when instructed by written notification) in accordance with The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 for all penalties over 4,000		1	██████████	

Current Penalty Levels in Wirral

Legislation	Penalty Amount	Discount Amount
Section 9 of the Health Act 2006	£50	£30
Section 88 of the Environmental Protection Act 1990	£80	N/A
Section 4 of Dogs (Fouling of land) Act 1996	£50	N/A
Section 34A of the Environmental Protection Act 1990	£300	N/A
Section 68 of the Anti-social Behaviour, Crime and Policing Act 2014	£100	£60
Section 7 of the Road Traffic (Vehicle Emissions)(Fixed Penalty)(England) Regulations 2002	£20	N/A
The Littering From Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018	£100	N/A

Day Rates for Additional Works						
Item No.	Detail	Quantity	Unit	Rate	Rate	Rate
				Year 1 £	Year 2 £	Year 3 £
1.0	Environmental Enforcement Officer					
1.1	Between 0600 and 1800 hours Monday to Friday	1.00	Hour	██████	██████	██████
1.2	Between 1800 and 2200 hours Monday to Friday	1.00	Hour	██████	██████	██████
1.3	Between 0600 and 1800 hours Weekends and Bank Holidays	1.00	Hour	██████	██████	██████
1.4	Between 0600 and 1800 hours Weekends and Bank Holidays	1.00	Hour	██████	██████	██████
2.0	Senior Enforcement Officer					
2.1	Between 0600 and 1800 hours Monday to Friday	1.00	Hour	██████	██████	██████
2.2	Between 1800 and 2200 hours Monday to Friday	1.00	Hour	██████	██████	██████
2.3	Between 0600 and 1800 hours Weekends and Bank Holidays	1.00	Hour	██████	██████	██████
2.4	Between 0600 and 1800 hours Weekends and Bank Holidays	1.00	Hour	██████	██████	██████

Skip Regulation						
Item	Description	Price per annum year 1 £	Price per annum year 2 £	Price per annum year 3 £	Unit	Comments
Fixed annual cost to facilitate the regulation of skips placed on the highway.	To include processing of approx. 3,500-4,000 permit applications per annum. Act as point of contact for skip operators. Plot issued permit details on an appropriate GIS technology solution. Generate invoices for Council recovery of permit fees.	██████	██████	██████	1	████████████████████