

SANDOWN TOWN COUNCIL



Minutes of the Meeting of Sandown Town Council held on Monday, 27 July 2020 at 6.00 pm at The Broadway Centre, Sandown, Isle of Wight PO36 9GG.

PUBLIC QUESTION

Due to Covid-19 guidelines public access to the meeting was streamed. No written questions were received.

Present: Cllrs Gary Young (Mayor), Paul Brading (Deputy Mayor), Debbie Andre, Connie Cowley, Heather Humby, Alex Lightfoot, Paddy Lightfoot, Jacque Mereweather, Ronnie Teasdale, Ian Ward.

01-20/21 TO RECEIVE ANY APOLOGIES FOR ABSENCE.

Chris Dupre, Raj Patel

02-20/21 DECLARATIONS OF INTERESTS.

1. To receive any declarations of pecuniary and non -pecuniary interests.

Cllr Andre declared a personal interest in relation to the planning application TPO/2000/6 circulated earlier this evening should it be discussed, as she knew the landowners personally.

2. To receive and consider granting any written requests for dispensations.

None received.

03-20/21 MINUTES OF THE PREVIOUS MEETING.

RESOLVED:

THAT the minutes of the meeting held on 16 March 2020 be approved as a true record.

04-20/21 RATIFICATION OF VIRTUAL DECISIONS

RESOLVED:

(a) THAT it be agreed that any decisions made in relation to the provision of services be stepped back by clerk should the government step back the national restrictions.

(b) In relation to public toilets that

i. THAT the toilets are reopened subject to agreement regarding cleaning

and signage.

- ii. THAT, if necessary, the hours of operation be amended to ensure effective cleaning arrangements can be put in place.
- iii. THAT a deep clean is commissioned prior to reopening of the facilities.
- iv. THAT a deep clean is undertaken weekly in addition to twice daily clean; and
- v. THAT Signage is purchased and displayed to encourage social distancing and good hygiene practices.

(c) In relation to Sandham Gardens

- i. THAT grass cutting and other regular landscaping activities be resumed.
- ii. THAT scheduled tree works be resumed.

(d) In relation to the Broadway Centre

- i. THAT the completion of external storage unit at Broadway Centre be brought forward.
- ii. THAT redecoration of centre in preparation for re-opening be continued; and
- iii. THAT sufficient hand gel, etc be made available in preparation for re-opening.

(e) THAT the re-provision of Toilets be delayed until Full Council meets and the Public can be fully engaged.

05-20/21 FINANCES.

1. To approve the payments list as presented.

RESOLVED

THAT the payments and receipts listed as presented for March to June 2020 be approved.

2. To receive and note the verified bank reconciliations for:

- (a) March 2020
- (b) April 2020
- (c) May 2020
- (d) June 2020

RESOLVED

THAT the verified bank reconciliations for March, April, May and June 2020 be noted.

- 3. To receive and approve the year-end report for the period ending 31 March 2020**

RESOLVED

THAT the year-end report for the period ending 31 March 2020 be approved.

- 4. To receive report and note the Internal Auditors report for the period ending 31 March 2020**

RESOLVED

THAT the Internal Auditors report for the period ending 31 March 2020 be noted.

- 5. To receive approve the 2019/2020 Annual Governance Statements and confirm dates for exercise of public rights.**

RESOLVED:

THAT the 2019/2020 Annual Governance Statement be approved, and the exercise of public rights be from 31 July 2020.

- 6. To approve the 2019/2020 Accounting Statements**

RESOLVED:

(i) THAT the 2019/2020 Accounting Statements be approved.

(ii) THAT the exercise of public rights be from 31 July 2020.

- 7. To receive and note the expenditure against budget through 30 June 2020**

RESOLVED:

THAT the expenditure against budget through 30 June 2020 be noted.

- 8. To approve joining the Isle of Wight Council Beach Cleaning Framework Agreement.**

RESOLVED:

(i) THAT the decision be deferred to a future meeting

(ii) THAT a working party be formed to look at the agreement and the relevant Isle of Wight Council Officer be invited to inform the group.

06 -20/21 TO RECEIVE ANY ENVIRONMENTAL ISSUES

Questions were raised in relation to the resurfacing of Fitzroy Street. Members were informed the work would not be ongoing and would take just a day and that it was scheduled works which had been previously delayed.

Discussion also took place regarding the issues with Jet Ski's in the bay. Members were advised this was an issue across the Island and an Island Beach Safety Policy was being drafted which included looking at launch points, installation of Buoys (2021), and Beach Ambassadors to help police the issues. The first stage of the work would be extensive media messages and signage.

Following debate relating to concerns regarding the number and behaviour of

cyclists on the revetment, members who sat on the Bay Revetment party were asked to share the concerns raised with the group and feedback any suggested actions.

07-20/21 TO RECEIVE ANY PLANNING APPLICATIONS

The following planning application had been considered virtually and the comments submitted were noted:

Application No: 20/00455/FUL

Parish(es): Sandown Ward(s): Sandown South

Location: Old Town Hall Grafton Street Sandown Isle Of Wight PO36 8JJ

Proposal: Demolition of flat roof extensions and outbuildings; proposed conversion to form 9 dwellings and community hall; pair of semi-detached dwellings on land to the rear

Comment:

“Sandown Town Council members have remotely discussed this matter, and the consensus is that the Town Council are supportive of sensitive redevelopment of the site, ensuring any redevelopment is in keeping with the local area and enhances the neighbourhood; in addition, recognises and respects the heritage of the site, protecting aspects of that heritage; and provides community benefit and value.

Members may be adding personal comments, separately due to current circumstances, and may be contributing to any planning meeting to directly discuss this application.”

Members were also reminded that only material considerations could be taken into account when submitting comments.

08-20/21 TO RECEIVE REPORTS FROM

1. The Town Clerk

The town clerk provided a verbal update on a number of issues, which council noted, including:

- (a) During lockdown, the skate park was broken into and there was damage to fence and equipment. Subsequent to reopening the Stephen Jenkins Playground there has also been damage to equipment. CCTV is being looked at for both playgrounds and a grant from the PCC has been applied for to help with costs.
- (b) There has been a loss of revenue due to the centres closure in relation to Covid-19. A claim has been submitted to the insurance company in an attempt to recoup some of the losses.
- (c) The Bay Hub continues to provide support though demand has decreased. There are currently over 90 volunteers who were being written to regarding their support. Work is also being undertaken with Ian Lloyd at the Isle of

Wight Council regarding a way forward.

- (d) A phased reopening of the Broadway Centre has begun in line with national Covid-19 guidance, with health partners bookings being prioritised where possible. The centre has also been able to support other local councils and create additional revenue, both in providing an alternative venue for meetings and with additional administrative support.

There was some debate over other councils using the centre. However, no group of users was excluded from booking the centre and there was general consensus they should be treated as any other customer.

Mitigations relating to Covid-19 were in place including additional terms and conditions, increased cleaning, and sanitiser stations; fogging would also be explored, and discussions were taken place with each group regarding safety. Hire arrangements would reflect the reduced capacity and to encourage users to return.

The centre has been redecorated during lock down and external storage was in place and work could begin on landscaping the outside area. A 110 year old bench had been donated for the area.

- (e) A programme of events was in place for VJ day on 14/15 August 2020, involving the local church, stakeholders and the Lord Lieutenant. Due to restrictions on numbers as a result of the pandemic the programme would not be advertised but details would be circulated to members.
- (f) A number of working groups would be set-up to take forward work in relation to CCTV, the re-provision of the toilets and a way forward with the beach but members would be mindful of prioritising workloads.
- (g) The weekend litter picker at Sandham Gardens was unwell. There had been a number of unpleasant comments made in relation to the service on social media and it was hoped this was unrelated but online bullying of staff should not be accepted.
- (h) There had been noise on social media regarding the lack of lifeguard provision and concerns raised regarding the safety of the base where the hut had previously stood. The safety concerns had been shared with the RNLI, in regard to the lack of provision. The service has been budgeted for, but the RNLI had been impacted by the pandemic and had limited capacity. As a relatively safe beach Sandown had not been prioritised. Members requested a press release for information, but asked it be handled sensitively.

2. Town Councillors

Cllr Brading updated members regarding the situation at the Sands Hotel; the homeless individuals housed there during the pandemic had now been relocated.

The rugby club had also requested an additional bin at the crossing to the railway be explored due to amount of dog faeces on the playfields thought to be because there was no bin. The matter would be discussed after the meeting.

Cllr Ward updated member on the situation with the Ocean Hotel. Three of the

22 hotels owned by the group were on the Island. Due to the travel implications managing sites on the Island the receivers were keen to dispose of the island sites first. A proposal had been put to the leaseholders that their leases be surrendered to allow for the site to be sold. If there was agreement the site could be on the market in a matter of months. Comments were also made in relation to waste and recycling and the beach award

Cllr Teasdale questioned if the memorial at the Broadway centre could be raised so it was more visible from the road. Members noted this was not possible due to planning regulations.

The Mayor requested members thanks to staff for work through difficult period be noted.

3. Isle of Wight Council Ward Councillors

Cllr Ward provided a written report which included information (attached to and forming part of these minutes) on the regeneration of the Corner Building of Fitzroy Street, the Town Hall, the empty site on Beachfield Road, and the Ocean Hotel. Cllrs Andre and Brading had provided written reports which had been circulated.

4. Outside Bodies

Cllr Andre advised the South Wight Health and Wellbeing Forum had recently met virtually with Alison Smith of the CCG and would be meeting with Claire Collins would be joining their next meeting to provide information in relation to autism provision for adults on the Island.

Cllr Humby advised that the Sandown Forum would recommence meetings from September/October 2020. Green towns were also looking to meet again.

09-20/21 DATE OF NEXT MEETING

The next meeting would be held at 7:00 PM on 14 September 2020.

PUBLIC QUESTION TIME

Due to Covid-19 guidelines public access to the meeting will be streamed. No written questions were received

Impact of easing of national lockdown measures - 15 May 2020

1. Summary:

Following the revision of the UK governments Cobid-19 “lockdown” guidance, consideration was given to the town councils position in relation to the provision of the amenities which would be impacted by people spending more time in outside space and workers, who cannot work from home, have been encouraged to return to work where it is safe to do so. A number of decisions were made in relation to this:

2. Decision making:

Consideration was given to the delegation of powers for the clerk to act in in line with government advice, for example, if restrictions are tightened again, without formal agreement of the town council, to do so may increase the risk of delays taking appropriate action.

RESOLVED:

THAT it be agreed that any decisions made in relation to the provision of services be stepped back by clerk should the government step back the national restrictions.

3. Toilets

Members explored a number of options in relation to the re-opening of public toilets at Yaverland, Eastern Gardens and St John as the removal of restrictions in relation to exercise and time spent outside would increase the public need for facilities. Issues with theft and vandalism at the start of the pandemic were noted.

Concerns were raised in relation to the risks associated with ensuring levels of cleanliness could be maintained and social distancing (inside and outside) the facilities maintained, and the majority of members felt additional cleaning should be undertaken should costs be manageable. Appropriate social distancing and hygiene signage was considered essential by the majority.

The use of the disabled facilities as an interim solution was muted but not considered sufficient. In addition, it was felt that opening them for general use would disadvantage intended users.

There was no thought that the showers at Yaverland toilets be reopened at this time.

RESOLVED:

- (i) THAT the toilets are reopened subject to agreement regarding cleaning and signage.
- (ii) THAT, if necessary, the hours of operation be amended to ensure effective cleaning arrangements can be put in place.
- (iii) THAT a deep clean is commissioned prior to reopening of the facilities.
- (iv) THAT a deep clean is undertaken weekly in addition to twice daily clean; and
- (v) THAT Signage is purchased and displayed to encourage social distancing and good hygiene practices.

4. Sandham Gardens

In line with guidance is encouraging workers who cannot work from home and where this work can be carried out in line with social distancing requirements, members considered maintenance work at Sandham Gardens be undertaken in preparation for restrictions being lifted. Members suggested it was necessary to do so wherever possible as the town council still held liability for the areas even when public access was limited, and areas were closed.

Since the guidance issued on the 11 May 2020 advised playgrounds, outdoor gyms and other similar spaces remain closed members held that these areas be not be reopened at this time, however, that the areas needed to remain safe and maintained even while not in use. In relation to a deep clean of the amenities (such as the Steven Jenkins Play Equipment, could be explored, members suggested there was little evidence the activity was of benefit.

RESOLVED:

- (i) THAT grass cutting and other regular landscaping activities be resumed.
- (ii) THAT scheduled tree works be resumed.

5. The Broadway Centre

The centre was closed, and staff encouraged to work from home where possible. However, since as guidance is changing, permission from members was sought to allow planned works to continue in line with government guidance and take steps to ensure the centre is prepared for re-opening. There was general consensus preparations should be made.

RESOLVED:

- (i) THAT the completion of external storage unit at Broadway Centre be brought forward.
- (ii) THAT redecoration of centre in preparation for re-opening be continued; and
- (iii) THAT sufficient hand gel, etc be made available in preparation for re-opening.

6. Re-provision of public toilets

Clarification was sought from council in relation to the re-provision of the public toilets since public and councillor engagement was difficult due to the restrictions of the pandemic response. There was deliberation around the impact of further delays. However, on balance members felt public engagement was a priority.

RESOLVED:

THAT the re-provision of Toilets be delayed until Full Council meets and the Public can be fully engaged.

7. Actions

Toilets

- 7.1. All toilets have now had an initial deep clean with water testing to be undertaken later this week.
- 7.2. The toilets will re-open on Saturday, 23 May 2020.
- 7.3. Opening hours have been reduced to reflect cleaning schedules. Toilets will be opened at 9:00 am following the first clean of the day, cleaned again between 12:00 pm and 1:00 pm and then closed at 6:00 pm. Vectis Security have confirmed they will undertake locking up.
- 7.4. Staff will put up social distancing notices (laminated until permanent signs are sourced) and measure/mark 2 metre increments in line with guidance at all sites before Saturday.
- 7.5. Hand sanitizer has been ordered and will be available to users.
- 7.6. Costings are being sort for permanent signage.

Sandham Gardens

- 7.7. The first grass cut since lockdown has been completed and regular cuts will now be undertaken.
- 7.8. The tree care company has been requested to restart work on trees on site.
- 7.9. Christian Zanti has advised there are plans for ice cream sales to resume, with measures in place to ensure government guidelines are met, on Saturday, 23 May 2020.

Broadway Centre

- 7.10. Arrangements are being made for site to be prepared for external storage solution to be erected. 5 days notice is required before work can be undertaken.
- 7.11. Additional hand sanitizer has been sourced and ordered.
- 7.12. Redecoration of centre is underway with Rooms 1, 2 and 3 completed, work started on Room 4 and entrance hall prepared.
- 7.13. Staff will meet (at the required distance) at the centre when required to discuss ongoing work.

Received as of 31 March 2020									
Vouch	Date	Reference	Method	Bank	Description	VAT Type	Net	VAT	Total
246	03/03/2020	500663 (141)	Cheque	Treasurers Account	Hall Hire	S	48	9.6	57.6
247	03/03/2020	500663 (104)	Cheque	Treasurers Account	Hall Hire	S	45	9	54
248	03/03/2020	500663 (143)	Cheque	Treasurers Account	Hall Hire	S	37.5	7.5	45
249	03/03/2020	500663 (142)	Cheque	Treasurers Account	Hall Hire	S	150	30	180
250	03/03/2020	500663 (151)	Cheque	Treasurers Account	Hall Hire	S	120	24	144
251	03/03/2020	500663 (152)	Cheque	Treasurers Account	Hall Hire	S	120	24	144
252	13/03/2020	500664	Cheque	Treasurers Account	Hall Hire	S	112.5	22.5	135
253	13/03/2020	500664	Cheque	Treasurers Account	Hall Hire	S	112.5	22.5	135
254	13/03/2020	500664	Cheque	Treasurers Account	Hall Hire	S	170.83	34.17	205
255	13/03/2020	500664	Cheque	Treasurers Account	Hall Hire	S	112.50	22.50	135
256	13/03/2020	500664	Cheque	Treasurers Account	Hall Hire	S	48.00	9.60	57.6
260	02/03/2020		Online	Treasurers Account	Hall Hire	S	96	19.2	115.2
261	05/03/2020		Online	Treasurers Account	Hall Hire	S	45	9	54
262	05/03/2020		Online	Treasurers Account	Hall Hire	S	45	9	54
263	06/03/2020		Online	Treasurers Account	Hall Hire	S	30	6	36
264	09/03/2020		Online	Treasurers Account	Hall Hire	S	24	4.8	28.8
265	09/03/2020		Online	Treasurers Account	Hall Hire	S	90	18	108
266	09/03/2020		Online	Treasurers Account	Bank Interest	E	3.07	0	3.07
267	11/03/2020		Online	Treasurers Account	Hall Hire	S	16.5	3.3	19.8
268	12/03/2020		Online	Treasurers Account	Hall Hire	S	33	6.6	39.6
270	12/03/2020		Online	Treasurers Account	Hall Hire	S	12	2.4	14.4
271	12/03/2020		Online	Treasurers Account	Hall Hire	S	231	46.2	277.2
272	16/03/2020		Online	Treasurers Account	Hall Hire	S	336.00	67.20	403.2
273	31/03/2020		Online	Treasurers Account	Hall Hire	S	264.00	52.80	316.8

2762.27

Signed _____

Date

Signed _____

Date

DRAFT

SANDOWN TOWN COUNCIL

Prepared by: _____

Date: _____

Name and Role (Clerk/RFO etc)

Approved by: _____

Date: _____

Name and Role (RFO/Chair of Finance etc)

	Bank Reconciliation at 31/03/2020		
	Cash in Hand 01/04/2019		303,411.00
	ADD Receipts 01/04/2019 - 31/03/2020		416,956.74
			720,367.74
	SUBTRACT Payments 01/04/2019 - 31/03/2020		364,609.71
A	Cash in Hand 31/03/2020 (per Cash Book)		355,758.03
	Cash in hand per Bank Statements		
	Petty Cash 31/03/2019	2.41	
	A/c 4 Dormant 31/03/2020	0.10	
	a/c 3 Reserves 31/03/2020	80,000.00	
	a/c 2 VAT REFUNDED 31/03/2020	233,000.00	
	Treasurer's - current account 31/03/2020	43,387.92	
			356,390.43
	Less unrepresented payments		709.20
			355,681.23
	Plus unrepresented receipts		76.80
B	Adjusted Bank Balance		355,758.03
	A = B Checks out OK		

PAPER D - 05-20/21(2b)

SANDOWN TOWN COUNCIL

Prepared by: _____ Date: _____

Name and Role (Clerk/RFO etc)

Approved by: _____ Date: _____

Name and Role (RFO/Chair of Finance etc)

	Bank Reconciliation at 30/04/2020		
	Cash in Hand 01/04/2020		355,729.36
	ADD Receipts 01/04/2020 - 30/04/2020		342,145.60
			697,874.96
	SUBTRACT Payments 01/04/2020 - 30/04/2020		10,807.78
A	Cash in Hand 30/04/2020 (per Cash Book)		687,067.18
	Cash in hand per Bank Statements		
	Petty Cash 30/04/2020	2.41	
	2 - Treasurers Account 30-97-42 1 30/04/2020	0.00	
	5 - Business Bank Instant 30-97-4 30/04/2020	0.10	
	3 - Reserves 30-97-42 24097868 30/04/2020	233,000.00	
	4 - Business Bank Instant 30-97-4 30/04/2020	80,000.00	
	1 - Treasurers Account 30-97-42 0 30/04/2020	374,529.54	
			687,532.05
	Less unrepresented payments		387.87
			687,144.18
	Plus unrepresented receipts		-77.00
B	Adjusted Bank Balance		687,067.18
	A = B Checks out OK		

PAPER D - 05-20/21(2c)

SANDOWN TOWN COUNCIL

Prepared by: _____

Date: _____

Name and Role (Clerk/RFO etc)

Approved by: _____

Date: _____

Name and Role (RFO/Chair of Finance etc)

	Bank Reconciliation at 31/05/2020		
	Cash in Hand 01/04/2020		355,729.36
	ADD Receipts 01/04/2020 - 31/05/2020		343,989.40
			699,718.76
	SUBTRACT Payments 01/04/2020 - 31/05/2020		19,827.03
A	Cash in Hand 31/05/2020 (per Cash Book)		679,891.73
	Cash in hand per Bank Statements		
	Petty Cash 30/04/2020	2.41	
	2 - Treasurers Account 30-97-42 1 30/04/2020	0.00	
	5 - Business Bank Instant 30-97-4 30/04/2020	0.10	
	3 - Reserves 30-97-42 24097868 30/04/2020	233,000.00	
	4 - Business Bank Instant 30-97-4 30/04/2020	80,000.00	
	1 - Treasurers Account 30-97-42 0 30/04/2020	367,277.09	
			680,279.60
	Less unrepresented payments		387.87
			679,891.73
	Plus unrepresented receipts		0.00
B	Adjusted Bank Balance		679,891.73
	A = B Checks out OK		

PAPER D - 05-20/21(2d)

SANDOWN TOWN COUNCIL

Prepared by: _____

Date: _____

Name and Role (Clerk/RFO etc)

Approved by: _____

Date: _____

Name and Role (RFO/Chair of Finance etc)

	Bank Reconciliation at 30/06/2020		
	Cash in Hand 01/04/2020		355,729.36
	ADD Receipts 01/04/2020 - 30/06/2020		343,992.58
	SUBTRACT Payments 01/04/2020 - 30/06/2020		699,721.94
			52,288.64
A	Cash in Hand 30/06/2020 (per Cash Book)		647,433.30
	Cash in hand per Bank Statements		
	Petty Cash 30/06/2020	2.41	
	2 - Treasurers Account 30-97-42 1 30/06/2020	0.00	
	5 - Business Bank Instant 30-97-4 30/06/2020	0.10	
	3 - Reserves 30-97-42 24097868 30/06/2020	233,000.00	
	4 - Business Bank Instant 30-97-4 30/06/2020	80,000.00	
	1 - Treasurers Account 30-97-42 0 30/06/2020	334,568.66	
			647,571.17
	Less unrepresented payments		137.87
			647,433.30
	Plus unrepresented receipts		0.00
B	Adjusted Bank Balance		647,433.30
	A = B Checks out OK		

PAPER E (05-20/21(3))

Summary of Income and Expenditure for year end 31 March 2020

INCOME	2019/20	AGAR	
Bank Interest	£39.92	1. Balances brought forward	£290,870.00
Donations	£13,930.00		
Hall Hire	£24,023.40	2. (+) Precept or Rates and Levies	£337,233.00
HMRC VAT Refund	£35,325.55	3. (+) Total other receipts	£79,819.74
Precept and Grants	£5,213.00		
Refunds	£615.07		
Sale of Assets	£500.00		
Precept	£337,233.00		
	<u>£416,879.94</u>		
Uncashed	£76.80	Sum	£417,052.74
	<u>£416,956.74</u>		
Outstanding Debtors	£96.00		
	<u>£417,052.74</u>		
EXPENDITURE	2019/20		
Advertising and Publicity	£1,726.32	4. (-) Staff costs	£74,712.16
Beaches	£22,611.11	5. (-) Loan interest/capital repayments	£34,346.98
Broadway Centre Fixtures, fixings and furniture	£5,877.92	6. (-) All other payments	£257,412.05
Broadway Centre Running Costs	£17,776.14		
Civic and Community	£20,050.44		
Councillors and Elections	£826.92		
General Administration	£3,112.47		
Loan Repayment	£34,346.98		
Los Altos (Maintenance)	£5,424.20		
Miscellaneous	£55,613.89		
Public Toilets	£47,394.79		
Sandham Gardens	£25,566.45		
Staffing Costs	£3,327.08		
Steven Jenkins Refurbishment	£45,372.19		
Staffing (Box 5)	£74,712.16		
Petty Cash	£161.45		
	<u>£363,900.51</u>		
Uncashed	£709.20		
	<u>£364,609.71</u>		
Outstanding Bills	£1,861.48		
	<u>£366,471.19</u>	Sum	£366,471.19
		7. (=) Balances carried forward	£341,451.55
Balance as per bank statement 31 March 2020			
Petty Cash	£2.41		
A/C 4 Dormant	£0.10		
A/C 2 VAT Refunded	£80,000.00		
A/C 3 Reserves	£233,000.00		
Treasurers Account	£43,387.92		
	<u>£356,390.43</u>	8. Total value of cash and short term investments	£356,390.43
Less: Uncashed Payment	-£709.20		
Add: Uncashed Receipt	£76.80		
	<u>£355,758.03</u>		
Scribe Balance	£355,758.03		
RESERVES	2019/20		
Balance at 31 March 2019	£303,411.00		
Total Income	£417,052.74		
	<u>£720,463.74</u>		
Total Expenditure	-£366,471.19		
Balance at 31 March 2020	<u>£353,992.55</u>		
BALANCE SHEET			
Balance and Reserves as at 31 March 2020	£353,992.55		
Add: Creditors	£1,861.48		
	<u>£355,854.03</u>		
Less: Debtors	£96.00		
	<u>£355,758.03</u>		

SANDOWN TOWN COUNCIL

INTERNAL AUDIT REPORT 2019-20

1. INTRODUCTION

All Local Councils in England are required to complete an Annual Governance & Accountability Return (AGAR) summarising their financial records at the end of the financial year. The Annual Report of the Internal Auditor section of the AGAR needs to be completed by an Auditor who shall be independent of the Council. The Councils External Auditor needs to place reliance on the work of the Internal Auditor and provides guidance on the minimum level of testing required to provide this assurance

2. SCOPE OF AUDIT

The audit includes for examination on a test basis of evidence relevant to the amounts and disclosures as contained in the accounts. This examination has included the following-

Appropriate accounting records have been kept
Payments were supported by invoices and all expenditure reported.
VAT had been accounted for correctly and reclaimed from HMRC
Examination of budget preparation & precept setting
Inspection of bank reconciliation.
Accounting records prepared on the correct basis.
PAYE requirements were being met.

3. FINDINGS

- (1) The accounting records, bank statements and bank reconciliation for the year ended 31st March 2020 were examined and agreed. Sampled payment invoices were agreed to bank statement entries and to accounting records. New Scribe accounting software was purchased in the year which included for the submission of online VAT returns.
- (2) A proper budget process was undertaken in support of the 2020-21 precept, and the precept for 2020-21 of £394,341 was set at the Council meeting on the 24th February 2020.
- (3) The Council continues to have outstanding loans with the Public Works Loan Board (PWLB). Monies previously held prior to the development of the new Broadway Centre have now been expended on the development and as at 31st March 2020 a sum of £530,446.94 was outstanding to PWLB.
- (4) The Internal Auditor needs to be satisfied that the Council considers the risks to not achieving its objectives. A Risk Management document was approved at the Council meeting held on 25th February 2019.
- (5) Where annual turnover exceeds £200,000 it is a requirement that accounts are prepared on an income and expenditure basis and not on a receipts and payments basis. Section 2 of the AGAR had been completed on an income and expenditure basis for 2019-20.

- (6) The Council had considered three options for the future of the land adjacent to the Broadway Centre including the sale of the whole or part of the site for housing. It was agreed not to proceed with any sale at this time.
- (7) At its meeting on 15th July the Council agreed to set up a Finance Committee and the terms of reference for the Committee were approved at the meeting held on 16th September 2019. Having regard to Staff turnover Covid – 19 lockdown no meetings of the Committee took place during the year ended 31st March 2020.
- (6) Payroll is administered by Community Action who make all statutory declarations to HMRC. Community Action IW have advised that all year end submissions for 2019-20 have been made.
- (7) There were matters arising from the audit of the 2017-18 Annual Return and a ‘Challenge File’ had been opened by the External Auditor PKJ Littlejohn. A letter From PKJ Littlejohn was presented to the 21st October 2019^t meeting advising that they were now in a position to undertake outstanding work on ‘Challenge Files’ pertaining to the 2017-18 Annual return. It was resolved to make a strong complaint to the External Auditor. The Deputy Clerk has provided me with a briefing note detailing the timeline and issues around the submission of the 2017-18 report and the subsequent AGAR Return for 2018-19 which has also yet to be approved by the External Auditor. Nothing further has been heard from PKJ Littlejohn regarding outstanding matters A full reconciliation of accounts for 2019-20 has been provided to me and which will form the basis of Section 2 of the AGAR for 2019-20. In the circumstances and my understanding that all questions from the External Auditor have been answered, PKJ Littlejohn should be asked to give this matter their urgent attention and advise exactly what they require from Sandown Town Council in order to complete Section 3 of AGAR for the 2017-18 and 2018-19 financial years.

The approval of the Annual Report of the Internal Auditor section of AGAR needs to take place prior to the approval of the Annual Governance Statement (Section 1) and the Accounting Statements (Section 2). The order of approval should be clearly documented in the Town Council minutes. With regard to the AGAR for 2018-19 the Internal Audit Report was presented to the meeting held on 4th May 2019 and Sections 1 & 2 of AGAR were approved at the meeting on 17th June 2019.

Having regard to the Covid-19 outbreak legislation has been introduced to put back the deadline for submission of the 2019-20 AGAR by two months until the end of August, local councils are however encouraged to make an earlier submission where possible to ease pressure on the External Auditor as the new deadline approaches

- (8) The Transparency Code requires the publication of certain information on a website. On examination of the website I am of the opinion that the Town Council is meeting the necessary reporting requirements.

Having regard to the above I am of the opinion that I have adequate assurance to complete and sign the Annual Internal Audit Report section of the Annual Governance & Accountability Return.

Gareth Hughes

GARETH HUGHES BA (Hon) CPFA

26TH JUNE 2020

Annual Internal Audit Report 2019/20

SANDOWN TOWN COUNCIL

This authority's internal auditor, acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with relevant procedures and controls to be in operation **during** the financial year ended 31 March 2020.

The internal audit for 2019/20 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Agreed? Please choose one of the following		
	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.	✓		
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	✓		
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.	✓		
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic and year-end bank account reconciliations were properly carried out.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. IF the authority certified itself as exempt from a limited assurance review in 2018/19, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2018/19 AGAR tick "not covered")	✓		
L. The authority has demonstrated that during summer 2019 it correctly provided for the exercise of public rights as required by the Accounts and Audit Regulations.	✓		
M. (For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee.			✓

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

20/06/20

Name of person who carried out the internal audit

GARETH HUGHES

Signature of person who carried out the internal audit

Gareth Hughes

Date 15/07/20

*If the response is 'no' you must include a note to state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

**Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned, or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).

Annual Governance and Accountability Return 2019/20 Part 3

To be completed by Local Councils, Internal Drainage Boards and other Smaller Authorities*:

- where the higher of gross income or gross expenditure exceeded £25,000 but did not exceed £6.5 million; or
- where the higher of gross income or gross expenditure was £25,000 or less but that:
 - are unable to certify themselves as exempt (fee payable); or
 - have requested a limited assurance review (fee payable)

Guidance notes on completing Part 3 of the Annual Governance and Accountability Return 2019/20

1. Every smaller authority in England that either received gross income or incurred gross expenditure exceeding £25,000 **must** complete Part 3 of the Annual Governance and Accountability Return at the end of each financial year in accordance with *Proper Practices*.
2. **The Annual Governance and Accountability Return is made up of three parts, pages 3 to 6:**
 - The **Annual Internal Audit Report** is completed by the authority's internal auditor.
 - **Sections 1 and 2** are to be completed and approved by the authority.
 - **Section 3** is completed by the external auditor and will be returned to the authority.
3. The authority **must** approve Section 1, Annual Governance Statement, before approving Section 2, Accounting Statements, and both **must** be approved and published **before 1 July 2020**.
4. An authority with either gross income or gross expenditure exceeding £25,000 or an authority with neither income nor expenditure exceeding £25,000, but which is unable to certify itself as exempt, or is requesting a limited assurance review, **must** return to the external auditor by email or post (not both) **no later than 30 June 2020**. Reminder letters will incur a charge of £40 +VAT:
 - the Annual Governance and Accountability Return Sections 1 and 2, together with
 - a bank reconciliation as at 31 March 2020
 - an explanation of any significant year on year variances in the accounting statements
 - notification of the commencement date of the period for the exercise of public rights
 - Annual Internal Audit Report 2019/20

Unless requested, do not send any additional documents to your external auditor. Your external auditor will ask for any additional documents needed.

Once the external auditor has completed the limited assurance review and is able to give an opinion, the Annual Governance and Accountability **Section 1, Section 2 and Section 3 – External Auditor Report and Certificate** will be returned to the authority by email or post.

Publication Requirements

Under the Accounts and Audit Regulations 2015, authorities must publish the following information on a publicly accessible website:

Before 1 July 2020 authorities **must** publish:

- Notice of the period for the exercise of public rights and a declaration that the accounting statements are as yet unaudited;
- **Section 1 - Annual Governance Statement 2019/20**, approved and signed, page 4
- **Section 2 - Accounting Statements 2019/20**, approved and signed, page 5

Not later than 30 September 2020 authorities **must** publish:

- Notice of conclusion of audit
- **Section 3 - External Auditor Report and Certificate**
- **Sections 1 and 2 of AGAR** including any amendments as a result of the limited assurance review.

It is recommended as best practice, to avoid any potential confusion by local electors and interested parties, that you also publish the Annual Internal Audit Report, page 3.

The Annual Governance and Accountability Return constitutes the annual return referred to in the Accounts and Audit Regulations 2015. Throughout, the words 'external auditor' have the same meaning as the words 'local auditor' in the Accounts and Audit Regulations 2015.

*for a complete list of bodies that may be smaller authorities refer to schedule 2 to the Local Audit and Accountability Act 2014.

Guidance notes on completing Part 3 of the Annual Governance and Accountability Return 2019/20

- The authority **must** comply with *Proper Practices* in completing Sections 1 and 2 of this Annual Governance and Accountability Return. *Proper Practices* are found in the *Practitioners' Guide** which is updated from time to time and contains everything needed to prepare successfully for the financial year-end and the subsequent work by the external auditor.
- Make sure that the Annual Governance and Accountability Return is complete (no highlighted boxes left empty), and is properly signed and dated. Where amendments are made by the authority to the AGAR after it has been approved by the authority and before it has been reviewed by the external auditor, the Chairman and RFO should initial the amendments and if necessary republish the amended AGAR and recommence the period for the exercise of public rights. If the AGAR contains unapproved or unexplained amendments, it may be returned and additional costs will be incurred.
- The authority **should** receive and note the annual internal audit report if possible before approving the annual governance statement and the accounts.
- Use the checklist provided below to review the Annual Governance and Accountability Return for completeness before returning it to the external auditor by email or post (not both) no later than 30 June 2020.
- Do not send the external auditor any information not specifically requested. However, **you must inform your external auditor about any change of Clerk, Responsible Financial Officer or Chairman, and provide relevant email addresses and telephone numbers.**
- Make sure that the copy of the bank reconciliation to be sent to your external auditor with the Annual Governance and Accountability Return covers all the bank accounts. If the authority holds any short-term investments, note their value on the bank reconciliation. The external auditor must be able to agree the bank reconciliation to Box 8 on the accounting statements (**Section 2, page 5**). An explanation **must** be provided of any difference between Box 7 and Box 8. More help on bank reconciliation is available in the *Practitioners' Guide**.
- Explain fully significant variances in the accounting statements on **page 5**. Do not just send a copy of the detailed accounting records instead of this explanation. The external auditor wants to know that you understand the reasons for all variances. Include complete numerical and narrative analysis to support the full variance.
- If the external auditor has to review unsolicited information, or receives an incomplete bank reconciliation, or variances are not fully explained, additional costs may be incurred.
- Make sure that the accounting statements add up and that the balance carried forward from the previous year (Box 7 of 2019) equals the balance brought forward in the current year (Box 1 of 2020).
- The Responsible Financial Officer (RFO), on behalf of the authority, **must** set the period for the exercise of public rights. From the commencement date for a single period of 30 consecutive working days, the approved accounts and accounting records can be inspected. Whatever period the RFO sets it **must** include a common inspection period – during which the accounts and accounting records of all smaller authorities must be available for public inspection – of the first ten working days of July.
- The authority **must** publish the information required by Regulation 15 (2), Accounts and Audit Regulations 2015, including the period for the exercise of public rights and the name and address of the external auditor **before 1 July 2020**.

Completion checklist – 'No' answers mean you may not have met requirements		Yes	No
All sections	Have all highlighted boxes have been completed?		
	Has all additional information requested, including the dates set for the period for the exercise of public rights , been provided for the external auditor?		
Internal Audit Report	Have all highlighted boxes been completed by the internal auditor and explanations provided?		
Section 1	For any statement to which the response is 'no', has an explanation been published?		
Section 2	Has the authority's approval of the accounting statements been confirmed by the signature of the Chairman of the approval meeting?		
	Has an explanation of significant variations from last year to this year been published?		
	Has the bank reconciliation as at 31 March 2020 been reconciled to Box 8?		
	Has an explanation of any difference between Box 7 and Box 8 been provided?		
Sections 1 and 2	Trust funds – have all disclosures been made if the authority as a body corporate is a sole managing trustee? NB: do not send trust accounting statements unless requested.		

**Governance and Accountability for Smaller Authorities in England – a Practitioners' Guide to Proper Practices*, can be downloaded from www.nalc.gov.uk or from www.ada.org.uk

Annual Internal Audit Report 2019/20

This authority's internal auditor, acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with relevant procedures and controls to be in operation **during** the financial year ended 31 March 2020.

The internal audit for 2019/20 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Agreed? Please choose one of the following		
	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.			
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.			
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.			
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.			
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.			
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.			
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.			
H. Asset and investments registers were complete and accurate and properly maintained.			
I. Periodic and year-end bank account reconciliations were properly carried out.			
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.			
K. IF the authority certified itself as exempt from a limited assurance review in 2018/19, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review of its 2018/19 AGAR tick "not covered")</i>			
L. The authority has demonstrated that during summer 2019 it correctly provided for the exercise of public rights as required by the Accounts and Audit Regulations.			
M. (For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee.	Yes	No	Not applicable

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

DD/MM/YY DD/MM/YY DD/MM/YY

Name of person who carried out the internal audit

ENTER NAME OF INTERNAL AUDITOR

Signature of person who carried out the internal audit

SIGNATURE REQUIRED

Date

DD/MM/YY

*If the response is 'no' you must include a note to state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

**Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned, or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).

Section 1 – Annual Governance Statement 2019/20

We acknowledge as the members of:

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2020, that:

	Agreed		'Yes' means that this authority:
	Yes	No*	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.			<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.			<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.			<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.			<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.			<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.			<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>
7. We took appropriate action on all matters raised in reports from internal and external audit.			<i>responded to matters brought to its attention by internal and external audit.</i>
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.			<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A <i>has met all of its responsibilities where, as a body corporate, it is a sole managing trustee of a local trust or trusts.</i>

*Please provide explanations to the external auditor on a separate sheet for each 'No' response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement.

This Annual Governance Statement was approved at a meeting of the authority on:

DD/MM/YY

and recorded as minute reference:

MINUTE REFERENCE

Signed by the Chairman and Clerk of the meeting where approval was given:

Chairman

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

Other information required by the Transparency Codes (not part of Annual Governance Statement)

Authority web address

<http://www.sandowntowncouncil.gov.uk/>

Section 2 – Accounting Statements 2019/20 for

ENTER NAME OF AUTHORITY

	Year ending		Notes and guidance
	31 March 2019 £	31 March 2020 £	
			<i>Please round all figures to nearest £1. Do not leave any boxes blank and report £0 or Nil balances. All figures must agree to underlying financial records.</i>
1. Balances brought forward			<i>Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.</i>
2. (+) Precept or Rates and Levies			<i>Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.</i>
3. (+) Total other receipts			<i>Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.</i>
4. (-) Staff costs			<i>Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.</i>
5. (-) Loan interest/capital repayments			<i>Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).</i>
6. (-) All other payments			<i>Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).</i>
7. (=) Balances carried forward			<i>Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).</i>
8. Total value of cash and short term investments			<i>The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.</i>
9. Total fixed assets plus long term investments and assets			<i>The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.</i>
10. Total borrowings			<i>The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).</i>
11. (For Local Councils Only) Disclosure note re Trust funds (including charitable)	Yes	No	<i>The Council, as a body corporate, acts as sole trustee for and is responsible for managing Trust funds or assets. N.B. The figures in the accounting statements above do not include any Trust transactions.</i>

I certify that for the year ended 31 March 2020 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval

SIGNATURE REQUIRED

Date

DD/MM/YY

I confirm that these Accounting Statements were approved by this authority on this date:

DD/MM/YY

as recorded in minute reference:

MINUTE REFERENCE

Signed by Chairman of the meeting where the Accounting Statements were approved

SIGNATURE REQUIRED

Section 3 – External Auditor Report and Certificate 2019/20

In respect of

1 Respective responsibilities of the body and the auditor

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with *Proper Practices* which:

- summarises the accounting records for the year ended 31 March 2020; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

Our responsibility is to review Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with guidance issued by the National Audit Office (NAO) on behalf of the Comptroller and Auditor General (see note below). Our work **does not** constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and **does not** provide the same level of assurance that such an audit would do.

2 External auditor report 2019/20

(Except for the matters reported below)* on the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return, in our opinion the information in Sections 1 and 2 of the Annual Governance and Accountability Return is in accordance with Proper Practices and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met. (*delete as appropriate).

(continue on a separate sheet if required)

Other matters not affecting our opinion which we draw to the attention of the authority:

(continue on a separate sheet if required)

3 External auditor certificate 2019/20

We certify/do not certify* that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2020.

*We do not certify completion because:

External Auditor Name

ENTER NAME OF EXTERNAL AUDITOR

External Auditor Signature

SIGNATURE REQUIRED

Date

DD/MM/YY

*Note: the NAO issued guidance applicable to external auditors' work on limited assurance reviews in Auditor Guidance Note AGN/02. The AGN is available from the NAO website (www.nao.org.uk)

SANDOWN TOWN COUNCIL
Net Position by Cost Centre and Code (Between 01/04/2020 and 30/06/2020)

Cost Centre Name

ADMINISTRATION		Bal. B/Fwd.	Receipts		Payments		Current Balance
Code	Title		Budget	Actual	Budget	Actual	Budget
1	Public Works Loan Board	0.00	0.00	0.00	35,000.00	4,963.24	30,036.76
2	Audit	0.00	0.00	0.00	2,650.00	250.00	2,400.00
3	County Association Dues	0.00	0.00	0.00	1,100.00	984.29	115.71
4	ICO	0.00	0.00	0.00	35.00	0.00	35.00
5	Broadband & Phone	0.00	0.00	0.00	780.00	142.48	637.52
6	Postage	0.00	0.00	0.00	100.00	0.00	100.00
7	Stationery	0.00	0.00	0.00	200.00	249.41	-49.41
8	Photocopier	0.00	0.00	0.00	800.00	94.00	706.00
9	ICT/Office Equipment	0.00	0.00	0.00	700.00	730.50	-30.50
10	Insurance (All Assests)	0.00	0.00	0.00	5,135.00	5,284.01	-149.01
11	Professional fees	0.00	0.00	0.00	1,000.00	93.00	907.00
78	Bank Interest	0.00	0.00	10.09	36.00	0.00	46.09
79	VAT Refunded	0.00	0.00	0.00	30,000.00	0.00	30,000.00
80	Precept/Grant	0.00	0.00	342,446.00	342,446.00	0.00	684,892.00
		£0.00	0.00	£342,456.09	419,982.00	£12,790.93	749,647.16

ADVERTS & PUBLICITY		Bal. B/Fwd.	Receipts		Payments		Current Balance
Code	Title		Budget	Actual	Budget	Actual	Budget
12	Website	0.00	0.00	0.00	295.00	0.00	295.00
13	Chronicle	0.00	0.00	0.00	2,640.00	0.00	2,640.00
14	Notice Boards	0.00	0.00	0.00	0.00	0.00	0.00
15	Local Press Adverts	0.00	0.00	0.00	200.00	0.00	200.00
		£0.00	0.00	£0.00	3,135.00	£0.00	3,135.00

BEACH		Bal. B/Fwd.	Receipts		Payments		Current Balance
Code	Title		Budget	Actual	Budget	Actual	Budget
16	Beach Cleaning (Litter pick)	0.00	0.00	0.00	9,000.00	0.00	9,000.00
17	Lifeguards	0.00	0.00	0.00	0.00	0.00	0.00
18	Dredging Costs	0.00	0.00	0.00	0.00	0.00	0.00
		£0.00	0.00	£0.00	9,000.00	£0.00	9,000.00

BROADWAY CENTRE		Bal. B/Fwd.	Receipts		Payments		Current Balance
Code	Title		Budget	Actual	Budget	Actual	Budget
19	Business Rates	0.00	0.00	0.00	4,200.00	425.50	3,774.50
20	Water	0.00	0.00	0.00	800.00	59.36	740.64
21	Licences	0.00	0.00	0.00	1,200.00	0.00	1,200.00
22	Electricity	0.00	0.00	0.00	1,200.00	150.18	1,049.82
23	Gas	0.00	0.00	0.00	1,800.00	114.78	1,685.22
24	Alarms	0.00	0.00	0.00	1,300.00	0.00	1,300.00
25	Hygine Waste Service	0.00	0.00	0.00	105.00	0.00	105.00
26	Waste	0.00	0.00	0.00	1,400.00	145.35	1,254.65
27	Cleaning materials	0.00	0.00	0.00	800.00	43.85	756.15
28	Furniture and Fittings	0.00	0.00	0.00	750.00	0.00	750.00
29	Minor Repairs	0.00	0.00	0.00	420.00	177.48	242.52
30	Landscape	0.00	0.00	0.00	2,000.00	40.00	1,960.00
31	Signage	0.00	0.00	0.00	100.00	0.00	100.00
32	Service	0.00	0.00	0.00	125.00	117.50	7.50
33	External Storage	0.00	0.00	0.00	0.00	975.00	-975.00
77	Hall Hire	0.00	0.00	-157.17	17,000.00	0.00	16,842.83
		£0.00	0.00	£-157.17	33,200.00	£2,249.00	30,793.83

CIVIC		Bal. B/Fwd.	Receipts		Payments		Current Balance
Code	Title		Budget	Actual	Budget	Actual	Budget
34	Remembrance Events	0.00	0.00	0.00	3,000.00	81.70	2,918.30
35	Christmas Tree and Lighting	0.00	0.00	0.00	1,500.00	0.00	1,500.00
36	Town Crier	0.00	0.00	0.00	250.00	0.00	250.00
		£0.00	0.00	£0.00	4,750.00	£81.70	4,668.30

Current Balance = Balance B/Fwd - (Receipt Budget - Actual Receipt) + (Payment Budget - Actual Payments)

SANDOWN TOWN COUNCIL
Net Position by Cost Centre and Code (Between 01/04/2020 and 30/06/2020)

Cost Centre Name**COMMUNITY GRANTS & EVENTS**

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
37	Fireworks	0.00	0.00	0.00	6,000.00	0.00	6,000.00
38	Events and Grants	0.00	0.00	0.00	15,000.00	0.00	15,000.00
39	Green Towns	0.00	0.00	0.00	2,000.00	0.00	2,000.00
		£0.00	0.00	£0.00	23,000.00	£0.00	23,000.00

COUNCILLORS

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
40	Mayor Allowance	0.00	0.00	0.00	1,000.00	0.00	1,000.00
41	Election	0.00	0.00	0.00	4,000.00	0.00	4,000.00
42	Training	0.00	0.00	0.00	1,000.00	0.00	1,000.00
43	Hospitality	0.00	0.00	0.00	500.00	0.00	500.00
		£0.00	0.00	£0.00	6,500.00	£0.00	6,500.00

MAINTENANCE

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
44	Materials/Equipment	0.00	0.00	0.00	0.00	0.00	0.00
45	Clothing	0.00	0.00	0.00	0.00	0.00	0.00
46	Defibrator Pads	0.00	0.00	0.00	140.00	0.00	140.00
47	War Memorial Cleaning	0.00	0.00	0.00	1,000.00	0.00	1,000.00
		£0.00	0.00	£0.00	1,140.00	£0.00	1,140.00

OTHER

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
74	Church Wall	0.00	0.00	0.00	0.00	0.00	0.00
75	Seaside Awards	0.00	0.00	0.00	525.00	0.00	525.00
76	Town Plan - Printing Costs	0.00	0.00	0.00	0.00	0.00	0.00
		£0.00	0.00	£0.00	525.00	£0.00	525.00

SANDHAM GARDENS

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
48	Skatepark	0.00	0.00	0.00	1,000.00	0.00	1,000.00
49	Skatepark Repair/Painting	0.00	0.00	0.00	1,000.00	0.00	1,000.00
50	Playground Renewal Fund	0.00	0.00	0.00	10,000.00	0.00	10,000.00
51	Inspections	0.00	0.00	0.00	600.00	0.00	600.00
52	Repairs/Fences/Signage	0.00	0.00	0.00	0.00	0.00	0.00
53	All Playground Repair	0.00	0.00	0.00	10,000.00	0.00	10,000.00
54	Litter Picking	0.00	0.00	0.00	5,000.00	0.00	5,000.00
55	Kerbing	0.00	0.00	0.00	2,500.00	0.00	2,500.00
81	Grass Cutting (Sandham)	0.00	0.00	0.00	0.00	870.00	-870.00
		£0.00	0.00	£0.00	30,100.00	£870.00	29,230.00

SERVICE PROVISION

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
56	Grass Cutting (Los Altos)	0.00	0.00	0.00	6,000.00	1,080.00	4,920.00
57	Revetment Lighting	0.00	0.00	0.00	400.00	0.00	400.00
58	(CYEP) Central Eitham Youth Proj	0.00	0.00	0.00	0.00	0.00	0.00
59	Town Improvement Fund	0.00	0.00	0.00	20,000.00	37.50	19,962.50
60	Hanging Baskets	0.00	0.00	0.00	6,871.00	0.00	6,871.00
82	Grounds Maintenance	0.00	0.00	0.00	0.00	548.00	-548.00
		£0.00	0.00	£0.00	33,271.00	£1,665.50	31,605.50

Current Balance = Balance B/Fwd - (Receipt Budget - Actual Receipt) + (Payment Budget - Actual Payments)

SANDOWN TOWN COUNCIL
Net Position by Cost Centre and Code (Between 01/04/2020 and 30/06/2020)

Cost Centre Name

STAFF		<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
<u>Code</u>	<u>Title</u>		<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
61	Salaries/HMRC/ Pensions	0.00	0.00	0.00	85,000.00	20,916.92	64,083.08
62	Training	0.00	0.00	0.00	1,000.00	340.00	660.00
63	Travel and Expenses	0.00	0.00	0.00	150.00	0.00	150.00
64	Professional Subscriptions	0.00	0.00	0.00	190.00	0.00	190.00
65	Locum Clerk	0.00	0.00	0.00	500.00	0.00	500.00
		£0.00	0.00	£0.00	86,840.00	£21,256.92	65,583.08

TOILETS		<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
<u>Code</u>	<u>Title</u>		<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
66	Business Rates	0.00	0.00	0.00	6,000.00	1,197.60	4,802.40
67	Electricity	0.00	0.00	0.00	1,600.00	268.45	1,331.55
68	Water	0.00	0.00	0.00	900.00	3,025.97	-2,125.97
69	Cleaning & Security	0.00	0.00	0.00	25,000.00	3,525.63	21,474.37
70	Wallgate & Inspection	0.00	0.00	0.00	5,000.00	1,752.00	3,248.00
71	Repairs	0.00	0.00	0.00	3,000.00	1,500.00	1,500.00
72	Solar/Turbine	0.00	0.00	0.00	200.00	0.00	200.00
73	Refurbishment	0.00	0.00	0.00	80,000.00	0.00	80,000.00
		£0.00	0.00	£0.00	121,700.00	£11,269.65	110,430.35

NET TOTAL		£0.00	0.00	£342,298.92	773,143.00	£50,183.70	1,065,258.22
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**FRAMEWORK AGREEMENT FOR
BEACH & SLIPWAY CLEANSING SERVICES**

USER GUIDE

FRAMEWORK REFERENCE: DN427923

1 Introduction to the Beach and Slipway Cleansing Framework

The Isle of Wight Council invited Tenders from suitably qualified providers to enter into a Framework Agreement for the provision of Beach & Slipway Cleansing Services on the Isle of Wight.

The framework is a single supplier framework for the beach areas listed below.

In accordance with Part IV of the Environmental Protection Act 1990, the Isle of Wight Council in its role as Principal Litter Authority, has the duty to ensure that all land in its direct control which is in the open air to which the public has clear access is kept free of litter and refuse, so far as practicable. This includes the area of beaches extending to 5 meters below the prevailing tide line.

The framework commences on 1st April 2020 and expires on 31 March 2025. There is an option to extend the framework for a further period of 12 months at the sole discretion of the Isle of Wight Council.

2 What is a Framework Agreement? – A framework can be defined as:

“a general term for agreements with suppliers which set out terms and conditions under which specific purchases (Individual Service Contracts) can be made throughout the term of the agreement”.

3 Scope of Framework

The following Cleansing Services are available under this framework:

- Machine clean beaches (including slipways and beach steps)
- Manual litter pick beaches
- Clear seaweed (normal amounts and abnormal amounts)
- Sweeping of slipways and steps
- Slipway Cleansing (Hot water jet spray system)
- Provide skips for debris including siting and collections
- Management and waste collection and waste disposal from Wire Baskets and Wall Ring litter bins

The Cleansing Services may only be provided at the following 20 beach areas on the Isle of Wight:

- Gurnard;
- Cowes;
- East Cowes;

- Ryde West;
- Ryde East,
- Puckpool;
- Springvale;
- Seagrove Bay;
- Seaview;
- St. Helens;
- Yaverland;
- Sandown;
- Lake;
- Shanklin;
- Bonchurch;
- Ventnor;
- Steephill Cove;
- Colwell;
- Freshwater;
- Rural locations in the West Wight area.

4 **Specification**

Please see **Appendix 4** for the specification including the Cleansing Methods and Programmes.

5 **OJEU details**

A contract notice was published on 12 November 2019

A contract award notice was submitted on 20 March 2020. Publication date to be confirmed.

6 **Supplier Information**

The supplier is:

Brighstone Landscaping Limited
Unit 3, Porchfield Business Park,
Newport,
Isle of Wight,
PO30 4QB

Contact Name: Stephen Smith
Contact Tel: (01983) 531588
Contact Email: steve@brighstone.net

7 Contract Support

For any queries relating to this framework please contact Trish Stillman, Isle of Wight Council. Tel: 01983 821000 ext. 8720 Email: tricia.stillman@iow.gov.uk

8 Accessing the Framework

To access the framework (including the framework pricing), please complete the Access Agreement in **Appendix 2**. Once this is completed it needs to be emailed to: tricia.stillman@iow.gov.uk. When a completed access agreement has been received the Council will acknowledge it and forward the framework pricing.

9 How to use the Framework

Once the framework pricing has been received by the Customer, the Customer shall send the Supplier written notification of its service requirements using the Order Form (**see Appendix 1**). Call Off Contracts can be made at any time during the life of the Framework Agreement however any call off agreement will not continue past the expiry of the Framework Agreement.

- The Customer's service requirements will be priced in accordance with the prices shown in the Framework agreement Schedule of Rates.
- Following receipt of a the Customer's Order Form, the Supplier shall promptly acknowledge receipt of the requirements and, the Customer and the Supplier shall enter into a Call-Off Contract for the provision of Services referred to in that Call Off Contract.
- No Call Off Contract can be in existence beyond the expiry date of the Framework Agreement.

Please ensure that the framework number **DN427923** is quoted on all correspondence.

10 Call-Off Contract and Order Form

The Call-Off Contract and Order Form can be seen at **Appendix 1**

11 Pricing Information

The pricing information is shown at **Appendix 3**

Call Off Terms and Conditions

GENERAL PROVISIONS

1. DEFINITIONS

In the Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

Approval: the prior written approval of the Customer.

Auditor: the National Audit Office or an auditor appointed by the Customer as the context requires.

Authorised Representative: the persons respectively designated as such by the Customer and the Supplier in the Order Form.

Authority: Isle of Wight Council being the contracting authority that established the Framework Agreement.

Beach Areas: the location(s) where the Services are to be supplied, as set out in the Order Form.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Parties, including Personal Data, intellectual property rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this Contract and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: the written agreement between the Customer and the Supplier consisting of the Order Form and these clauses (except that, for the purposes of Clause 50.3 only, reference to "Contract" shall not include the Order Form).

Contract Period: the period from the Service Commencement Date to:

the date of expiry set out in Clause 3;

following an extension pursuant to Clause 4, the date of expiry of the extended period; or

such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.

Contract Price: the price (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Contract.

Contract Year: a period of 12 months, commencing on the Service Commencement Date.

Contracting Authority: any contracting authority as defined in regulation 2 of the Public Contracts Regulations 2015 (SI 2015/102) other than the Customer.

Contracting Body: a Contracting Authority identified in the contract notice as a potential purchaser of Services under the Framework Agreement.

Crown: the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

Data Protection Legislation: means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

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

Default: any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Deliverables: those deliverables listed in the Order Form.

Dispute Resolution Procedure: the dispute resolution procedure in Clause 48.

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

Equipment: the Supplier's equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under the Contract.

Fees Regulations: the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004 (SI 2004/3244).

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any event or occurrence that is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including: fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

any industrial action occurring within the Supplier's or any Sub-Contractor's organisation; or the failure by any Sub-Contractor to perform its obligations under any Sub-Contract.

Framework Agreement: the framework agreement for the provision of beach and slipway cleansing Services between the Authority and the Supplier dated [DATE].

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

Good Industry Practice: standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

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

Initial Contract Period: the period set out in Clause 3.

Intellectual Property Rights: any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the look and feel of any websites, and Intellectual Property shall refer to such materials.

Law: any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Supplier is bound to comply.

Management Information: the management information specified in the Order Form.

Month: calendar month.

Order: the order placed by the Customer to the Supplier in accordance with the Framework Agreement, which sets out the description of the Services to be supplied including, where appropriate, the Beach Areas, the timeframe, the Deliverables and the Quality Standards.

Order Form: the document used to place an Order.

Parent Company: any company which is the ultimate Holding Company of the Supplier or any other company of which the ultimate Holding Company of the Supplier is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier. The term Holding Company: shall have the meaning ascribed in section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Party: the Supplier or the Customer and Parties shall mean both the Supplier and the Customer.

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 Customer a financial or other advantage to:

- (i) induce that 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 Contract;

(c) committing any offence:

- (i) under the Bribery Act 2010;
- (ii) under legislation creating offences concerning fraudulent acts;
- (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Customer; or

(d) defrauding, attempting to defraud or conspiring to defraud the Customer.

Property: the property, other than real property, issued or made available to the Supplier by the Customer in connection with the Contract.

Quality Standards: the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form) and any other quality standards set out in the Order Form.

Regulatory Bodies: those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer.

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

Replacement Supplier: any third party service provider appointed by the Customer to supply any services that are substantially the same as or similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

Request for Information: shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).

Service Commencement Date: the service commencement date set out in the Order Form.

Services: the beach and slipway cleansing services to be supplied as specified in the Order Form.

Staff: all persons employed by the Supplier to perform its obligations under the Contract together with the Supplier’s agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

Staff Vetting Procedures: the Customer’s procedures and departmental policies for the vetting of personnel for:

eligibility to work in the UK;

the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measure;

the carrying out of regulated activity within the meaning of the Safeguarding Vulnerable Groups Act 2006.

Sub-Contract: any contract between the Supplier and a third party under which the Supplier agrees to source the provision of any of the Services from that third party.

Sub-Contractor: the contractors or service providers that enter into a Sub-Contract with the Supplier.

Tender: the document(s) submitted by the Supplier to the Authority for admission onto the Framework Agreement as supplemented by the documents submitted to the Customer in response to the Customer’s Order.

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

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Variation: has the meaning given to it in Clause 34.

VAT: value added tax in accordance with the provisions of the Value Added Tax Act 1994.

Working Day: any day other than a Saturday or Sunday or public holiday in England and Wales.
2. INTERPRETATION

The interpretation and construction of the Contract shall be subject to the following provisions:

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing the masculine include the feminine and the neuter;(c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

(d) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

(e) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

(f) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;

(g) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;

(h) the Schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract shall include the Schedules;

(i) references in the Contract to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to the Contract so numbered; and

(j) references in the Contract to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to the Contract so numbered.

3. INITIAL CONTRACT PERIOD

The Contract shall take effect on the Service Commencement Date and shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Contract.

4. EXTENSION OF INITIAL CONTRACT PERIOD

The Customer may, by giving written notice to the Supplier not less than one Month before the last day of the Initial Contract Period, extend the Contract for any further period or periods specified in the Order Form provided that the total Contract Period does not exceed the Framework Agreement Term. The provisions of the Contract will apply throughout any such extended period.

5. SUPPLIER'S STATUS

At all times during the Contract Period the Supplier shall be an independent service provider and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party except as expressly permitted by the terms of the Contract.

6. CUSTOMER'S OBLIGATIONS

Except as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation on, or in any other way fetter or constrain, the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Customer to the Supplier.

7. MISTAKES IN INFORMATION

The Supplier shall be responsible for the accuracy of all drawings, documents and information supplied to the Customer by the Supplier in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

SUPPLY OF SERVICES

8. SERVICES

8.1 The Supplier shall supply the Services during the Contract Period in accordance with the Customer's requirements as set out in the Contract in consideration for the payment of the Contract Price. The Customer may inspect and examine the manner in which the Supplier supplies the Services at the Beach Areas during normal business hours on reasonable notice.

8.2 The Supplier acknowledges that it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer before submitting its Tender so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

8.3 The Supplier shall:

(a) at all times comply with the Quality Standards, and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;

(b) to the extent that the standard of Services has not been specified in the Contract, agree the relevant standard of the Services with the Customer before the supply of the Services; and

(c) at all times perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

8.4 The Supplier shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

8.5 Subject to the Customer providing Approval in accordance with Clause 9, timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

9. PROVISION AND REMOVAL OF EQUIPMENT

9.1 Unless otherwise stated in the Order Form, the Supplier shall provide all the Equipment necessary for the supply of the Services.

9.2 The Supplier shall not deliver any Equipment nor begin any work on the Beach Areas without obtaining prior written Approval.

9.3 All Equipment brought onto the Beach Areas shall be at the Supplier's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Customer's Default. The Supplier shall provide for the haulage or carriage thereof to the Beach Areas and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Beach Areas will remain the property of the Supplier.

9.4 The Supplier shall maintain all items of Equipment within the Beach Areas in a safe, serviceable and clean condition.

9.5 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

(a) remove from the Beach Areas any Equipment that in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract; and

(b) replace such item with a suitable substitute item of Equipment.

9.6 On completion of the Services, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Beach Areas in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Beach Areas or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.

STAFFING

10. SUPPLIER'S STAFF

10.1 The Customer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Beach Areas for the purposes of carrying out the Services:

(a) any member of the Staff; or

(b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

10.2 At the Customer's written request, the Supplier shall provide a list of the names of all persons who may require admission in connection with the Contract to the Beach Areas, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.

10.3 If the Supplier fails to comply with Clause 10.2 within two Months of the date of the request then the Customer may exclude Supplier Staff from entry to the Beach Areas for the purposes of carrying out the Services. Exercise of the Customer's rights under this clause shall not excuse the Supplier from any attributable failure to perform the Services.

10.4 The Supplier's Staff, engaged within the boundaries of the Beach Areas, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force and notified to the Supplier from time to time for the conduct of personnel when at or within the boundaries of those Beach Areas.

10.5 The Supplier warrants that it has complied with the Staff Vetting Procedures in respect of all Staff employed or engaged by the Supplier at the Service Commencement Date and that it shall not employ or engage any person in the provision of the Services who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out the Services.

11. TUPE

The parties agree that the provisions of ANNEX 3 shall apply to any Relevant Transfer of staff under this Contract.

COOPERATION, PROPERTY, ENVIRONMENTAL REQUIREMENTS AND HEALTH AND SAFETY

12. CO-OPERATION AND COMPLIANCE WITH RULES AND REGULATION RELATING TO THE BEACH AREAS

12.1 The Supplier shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on the Beach Areas as the Customer may reasonably request.

12.2 Without prejudice to, the Supplier shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of the Beach Areas notified to it by the Customer, and the Supplier shall pay for the cost of making good any damage caused by the Supplier or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

13. PROPERTY

13.1 Where the Customer issues Property to the Supplier, such Property shall be and remain the property of the Customer and the Supplier irrevocably licences the Customer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Property. The Supplier shall not in any circumstances have a lien or any other interest on the Property and at all times the Supplier shall possess the Property as fiduciary agent and bailee of the Customer. The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Customer.

13.2 The Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five Working Days of receipt.

13.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.

13.4 The Supplier shall ensure the security of all the Property while in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Customer's reasonable security requirements as required from time to time.

13.5 The Supplier shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Customer's Default. The Supplier shall inform the Customer within two Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

14. ENVIRONMENTAL REQUIREMENTS

The Supplier shall, when working on the Beach Areas, perform its obligations under the Contract in accordance with the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment (see also CCS Guidance on Social and Environmental Aspects, Annex B (Suggested Contract Clauses For Social And Environmental Issues)).

15. HEALTH AND SAFETY

15.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Beach Areas and which may affect the Supplier in the performance of its obligations under the Contract.

15.2 While on the Beach Areas, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.

15.3 The Supplier shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Beach Areas where that incident causes any personal injury or damage to property which could give rise to personal injury.

15.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Beach Areas in the performance of its obligations under the Contract.

15.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.

PAYMENT AND CONTRACT PRICE

16. CONTRACT PRICE

16.1 In consideration of the Supplier's performance of its obligations under the Contract, the Customer shall pay the Contract Price in accordance with Clause 16.

16.2 The Customer shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

16.3 The Contract Price shall constitute the entire price payable by the Customer to the Supplier in respect of the Services and shall include without limitation the costs of all labour, equipment, materials and fuel to be supplied by the Supplier, the costs of leasing, operating and maintaining vehicles, machinery and equipment, the cost of the disposal of all wastes, vegetative, non-vegetative or otherwise generated or resulting from the carrying out of the Services (including the costs in connection with the Finance Act 1996, Part 3: National Landfill Tax or any statutory re-enactment thereof), all travelling expenses involved, all accommodation expenses and all royalties, licence fees or other similar expenses in respect of the making, use of exercise by the Supplier or any invention or design for the purpose of performance of the Services.

17. PAYMENT AND VAT

17.1 The Supplier shall ensure that each invoice is submitted in accordance with the payment profile set out in the Order Form and contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documents

reasonably required by the Customer to substantiate the invoice. If it is an electronic invoice it must also comply with the standard on electronic invoicing. For these purposes “electronic invoice” means an invoice which has been issued transmitted and received in a structured electronic format which allows for its automatic and electronic processing. An electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

17.2 Where the Supplier submits an invoice (including an electronic invoice) to the Customer in accordance with Clause 17.1, the Customer will consider and verify that invoice within 7 days.

17.3 The Customer 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 Customer has determined that the invoice is valid and undisputed.

17.4 Where the Customer fails to comply with Clause 17.3, the invoice shall be regarded as valid and undisputed 7 days after the date on which it is received by the Customer.

17.5 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:

- (a) provisions having the same effect as Clause 17.2 to Clause 17.4 of this Contract; 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 17.2 to Clause 17.4 of this Contract.

In this Clause 17.5, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Customer 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 Contract.

17.6 The Supplier shall add VAT to the Contract Price at the prevailing rate as applicable.

17.7 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer 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 the Contract. Any amounts due under this Clause 17.7 shall be paid by the Supplier to the Customer not less than five Working Days before the date on which the tax or other liability is payable by the Customer.

17.8 The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Contract under Clause 43 for failure to pay undisputed sums of money.

18. RECOVERY OF SUMS DUE

18.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Customer.

18.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

18.3 The Supplier shall make any payments due to the Customer 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 Customer to the Supplier.

18.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

STATUTORY OBLIGATIONS AND REGULATIONS

19. CONFLICTS OF INTEREST

19.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the Customer under the provisions of the Contract.

19.2 The Supplier shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in Clause 18.1 above arises or is reasonably foreseeable.

19.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer under this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

20. PREVENTION OF BRIBERY

20.1 The Supplier:

(a) shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Contract commit a Prohibited Act; and

(b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Customer before execution of this Contract.

20.2 The Supplier shall:

(a) if requested, provide the Customer with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and

(b) within 20 Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing (such certification to be signed by an officer of the Supplier) compliance with this Clause 20 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

20.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Customer) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

20.4 If any breach of Clause 20.1 is suspected or known, the Supplier must notify the Customer immediately.

20.5 If the Supplier notifies the Customer that it suspects or knows that there may be a breach of Clause 20.1, the Supplier must respond promptly to the Customer's enquiries, cooperate with any investigation, and allow the Customer to audit books, records and any other relevant documents. This obligation shall continue for six years following the expiry or termination of this Contract.

20.6 The Customer may terminate this Contract by written notice with immediate effect if the Supplier, its Staff or Sub-Contractors (in all cases whether or not acting with the Supplier's knowledge) breaches Clause 20.1. In determining whether to exercise the right of termination under this Clause 20.6, the Customer shall give all due consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an employee, Sub-Contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a Sub-Contractor) means and shall be construed as acting:

(a) with the authority or with the actual knowledge of any one or more of the directors of the Supplier or the Sub-contractor (as the case may be); or

(b) in circumstances where any one or more of the directors of the Supplier ought reasonably to have had such knowledge.

20.7 Any notice of termination under Clause 20.6 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party whom the Customer believes has committed the Prohibited Act; and
- (c) the date on which this Contract will terminate.

20.8 Despite Clause 48, any dispute relating to:

- (a) the interpretation of Clause 20; or
- (b) the amount or value of any gift, consideration or commission,

shall be determined by the Customer and its decision shall be final and conclusive.

20.9 Any termination under Clause 20 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

21. DISCRIMINATION

21.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

21.2 The Supplier shall take all reasonable steps to secure the observance of Clause 21 by all servants, employees or agents of the Supplier and all suppliers and Sub-contractors employed in the execution of the Contract.

INFORMATION

22. CONFIDENTIALITY

22.1 Subject to Clause 22.2, the parties shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.

22.2 Clause 22.1 shall not apply to any disclosure of information:

- (a) required by any applicable law, provided that Clause 22.4(d) shall apply to any disclosures required under the FOIA or the Environmental Information Regulations;
- (b) that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this Contract;
- (c) that is reasonably required by the Customer;
- (d) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of Clause 22.1;
- (e) by the Customer of any document to which it is a party and which the parties to this Contract have agreed contains no Confidential Information;

- (f) to enable a determination to be made under Clause 487;
- (g) which is already lawfully in the possession of the receiving party, before its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (h) by the Customer to any other department, office or agency of the government, provided that the Customer informs the recipient of any duty of confidence owed in respect of the Confidential Information; and
- (i) by the Customer relating to this Contract and in respect of which the Supplier has given its prior written consent to disclosure.

22.3 On or before the expiry of the Contract, the Supplier shall ensure that all documents and/or computer records in its possession, custody or control which contain Confidential Information or relate to personal information of the Authorities' employees, rate-payers or service users, are delivered up to the Customer or securely destroyed.

23. DATA PROTECTION

23.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 23 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Clause 23, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

23.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor. ANNEX B 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.

23.3 Without prejudice to the generality of Clause 23.1, the Customer 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 Contract.

23.4 Without prejudice to the generality of Clause 23.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Contract:

- (a) process that Personal Data only on the written instructions of the Customer (as set out in ANNEX B), unless the Supplier is required by the Applicable Laws to otherwise process the Personal Data. Where the Supplier is so required, it shall promptly notify the Customer before processing the Personal Data, unless prohibited by the Applicable Laws;
- (b) ensure that it has in place appropriate technical and organisational measures, (as defined in the Data Protection Legislation), reviewed and approved by the Customer, 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 Customer has been obtained and the following conditions are fulfilled:

(i) the Customer 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 Customer with respect to the processing of the Personal Data;

(d) notify the Customer 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) 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 Customer in responding to any request from a Data Subject and in ensuring compliance with the Customer'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 Customer 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 Contract;

(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the Contract 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 23 and allow for audits by the Customer or its designated auditor pursuant to Clause 27 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation;

(i) indemnify the Customer against any losses, damages, cost or expenses suffered by the Customer arising from or in connection with any breach by the Supplier of its obligations under this Clause 23.

23.5 Where the Supplier intends to engage a Sub-Contractor pursuant to Clause 33 and intends for that Sub-Contractor to process any Personal Data relating to this Contract, it shall:

- (a) notify the Customer in writing of the intended processing by the Sub-Contractor;
- (b) obtain prior written consent from the Customer 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 23.

23.6 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this Clause 23 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 Contract).

23.7 The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

24. FREEDOM OF INFORMATION

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

24.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the

Supplier of a Request for Information (in accordance with the 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 Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

25. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

25.1 The Supplier shall not make any press announcements or publicise the Contract in any way without the Customer's prior written Approval.

25.2 The Customer shall be entitled to publicise the Contract in accordance with any legal obligation on the Customer, including any examination of the Contract by the Auditor.

25.3 The Supplier shall not do anything, or cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

26. INTELLECTUAL PROPERTY RIGHTS

26.1 The Supplier shall retain ownership of all Intellectual Property created by the Supplier or any Staff or Sub-Contractor of the Supplier:

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

26.2 The Supplier hereby grants, or shall procure the direct grant, to the Customer of a perpetual, royalty free, irrevocable and non-exclusive licence of the Intellectual Property, and shall allow the Customer to use the Intellectual Property for any purpose relating to the exercise of the business or function of the Customer provided in each case that such rights shall not extend to the commercial exploitation of the Intellectual Property. This licence shall, during its term, include the right to sub-licence to a third party (including, for the avoidance of doubt, any replacement supplier or other third party invited by the Customer to participate in a tendering process for the award of a contract to deliver replacement services).

26.3 The Supplier shall indemnify the Customer 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 Customer's acts or omissions.

27. RECORDS AND AUDIT ACCESS

27.1 The Supplier shall keep and maintain until six years after the end of the Contract Period (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Services provided under it, the Contracts entered into with the Customer and the amounts paid by the Customer.

27.2 The Supplier shall keep the records and accounts referred to in Clause 27.1 above in accordance with good accountancy practice.

27.3 The Supplier shall on request afford the Customer, the Customer's representatives and/or the Auditor such access to such records and accounts as may be required by the Customer from time to time.

27.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Contract Period and for a period of six years after the expiry of the Contract Period to the Customer and the Auditor.

27.5 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services, except insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.

27.6 Subject to the Customer's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information requested by the Customer within the scope of the audit;
- (b) reasonable access to sites controlled by the Supplier and to Equipment used in the provision of the Services; and
- (c) access to Staff.

27.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 27, unless the audit reveals a material Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

28. REPLACEMENT OF CORRUPTED DATA

If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

CONTROL OF THE CONTRACT

29. PROVISION OF INFORMATION AND MEETINGS

29.1 The Supplier shall submit Management Information to the Customer throughout the Contract Period in accordance with the requirements of the Framework Specification.

29.2 The Authorised Representatives shall meet in accordance with the details set out in the Order Form and the Supplier shall, at each meeting, present its previously circulated Management Information.

30. MONITORING OF CONTRACT PERFORMANCE

The Supplier shall comply with the monitoring arrangements set out in the Framework Specification including, but not limited to, providing such data and information as the Supplier may be required to produce under the Contract.

31. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE

31.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Supplier's obligations under the Contract, then the Customer shall take reasonable steps to investigate the complaint. The Customer may, in its sole discretion, uphold the complaint, and may, acting reasonably:

- (a) Subject to Clause 31.4, withhold a sum; or
- (b) deduct a sum,

in each case equal to a maximum of five percent (5%) of the Contract Price payable in respect of the Month in which the complaint arose.

31.2 The parties agree that a deduction made pursuant to Clause 31.1(b) represents a genuine pre-estimate of the loss likely to be suffered by the Customer.

31.3 Where the Customer withholds a sum pursuant to Clause 31.1(a) then that sum shall be paid to the Supplier when, in the reasonable opinion of the Customer, the matters complained of have been rectified and there has been no repeat of those matters for 3 Month(s).

31.4 If the Customer is of the reasonable opinion that there has been a material breach of the Contract by the Supplier, then the Customer may, without prejudice to its rights under Clause 43, do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Services in accordance with the Contract;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
- (c) charge the Supplier for and the Supplier shall pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part

of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

31.5 If the Supplier fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Customer shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten Working Days of the Customer's instructions or such other period of time as the Customer may direct.

31.6 If the Supplier:

(a) fails to comply with Clause 31.5 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or

(b) persistently fails to comply with Clause 31.5 above,

the Customer may terminate the Contract with immediate effect by giving the Supplier notice in writing.

32. RIGHTS AND REMEDIES

The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

33. TRANSFER AND SUB-CONTRACTING

33.1 The Supplier shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Supplier of any of its obligations or duties under the Contract.

33.2 Provided that the Customer has given prior written consent, the Supplier shall be entitled to novate the Contract following the novation of the Framework Agreement where:

(a) the specific change in contractor was provided for in the procurement process for the award of the Framework 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.

33.3 The Supplier shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

33.4 Where the Customer has consented to the placing of Sub-Contracts, copies of each Sub-Contract shall, at the request of the Customer, be sent by the Supplier to the Customer as soon as reasonably practicable.

33.5 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

(a) any Contracting Authority;

(b) any other body established by the Crown or under statute to substantially perform any of the functions that had previously been performed by the Customer; or

(c) any private sector body which substantially performs the functions of the Customer,

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

34. WAIVER

34.1 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

34.2 A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

34.3 A party that waives a right or remedy provided under this Contract or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

35. VARIATION

35.1 Subject to the provisions of this Clause 34, the Customer may request a variation to the Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "Variation".

35.2 The Customer may request a Variation by completing and sending the Variation form attached at ANNEX A (the Variation Form) to the Supplier, giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.

35.3 If the Supplier is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Contract Price, the Customer may:

(a) agree that the Parties continue to perform their obligations under the Contract without the Variation; or

(b) terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order Form or where the Supplier can show evidence of substantial work being carried out to fulfil the Order, and in such a

case the Parties shall attempt to agree on a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

35.4 If the Parties agree the Variation and any variation in the Contract Price, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

36. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

36.1 A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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

37. SEVERANCE

37.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

37.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

LIABILITIES

38. LIABILITY, INDEMNITY AND INSURANCE

38.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any claim under Clause 17.7;
- (e) any claim under Clause 40; or
- (f) any claim under the indemnity in Clause 26.3.

38.2 Subject to Clause 38.3 and Clause 38.4, the Supplier shall indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Beach Areas, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier. The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

38.3 Subject always to Clause 38.1 and Clause 38.4, the liability of the Supplier for Defaults shall in no event exceed ten million pounds (£10,000,000) in each Contract Year in respect of which the claim arises and subject always to Clause 37.1 and Clause 37.4 the liability of the Customer for Defaults shall in no event exceed the amount of the Contract Price due and payable within the Contract Year in which the claim arises.

38.4 Subject to Clause 38.1, in no event shall either Party be liable to the other for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue; or
- (d) loss of or damage to goodwill;

38.5 The Customer may, among other things, recover as a direct loss:

- (a) any additional operational and/or administrative expenses arising from the Supplier's Default;
- (b) any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default; and
- (c) the additional cost of any replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Supplier.

38.6 Nothing in the Contract shall impose any liability on the Customer in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Supplier that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

39. INSURANCES

39.1 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 ten million pounds (£10,000,000) in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) 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 Contract, 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.

39.2 The Supplier shall give the Customer, 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.

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

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

39.5 The Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiry or earlier termination of the Contract.

40. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITY

The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Supplier shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

41. WARRANTIES AND REPRESENTATIONS

The Supplier warrants and represents that:

- (a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
- (b) the Contract is executed by a duly authorised representative of the Supplier;

- (c) in entering the Contract it has not committed any Prohibited Act;
- (d) as at the Service Commencement Date, all information, statements and representations contained in the Tender for the Services are true, accurate and not misleading except as may have been specifically disclosed in writing to the Customer before execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware during the Contract Period which would render any such information, statement or representation to be false or misleading;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have an adverse affect on its ability to perform its obligations under the Contract;
- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- (h) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
 - (i) the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;

DEFAULT, DISRUPTION AND TERMINATION

42. TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL

42.1 Without affecting any other right or remedy available to it, the Customer may terminate this Contract with immediate effect by giving written notice to the Supplier if:

- (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 Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- (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) other than 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 the Supplier;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over 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) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- (h) 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 Supplier's assets and such attachment or process is not discharged within 14 days;
- (i) 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 Clause 42.1(a) to Clause 42.1(h) (inclusive); or
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

42.2 The Supplier shall notify the Customer immediately if the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 (Change of Control). The Customer may terminate the Contract by notice in writing with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

43. TERMINATION ON DEFAULT

43.1 The Customer may terminate the Contract by giving written notice to the Supplier with immediate effect if the Supplier commits a material breach and if:

- (a) the Supplier has not remedied the material breach to the satisfaction of the Customer within 20 Working Days, or such other period as may be specified by the Customer, after issue of a written notice specifying the material breach and requesting it to be remedied; or

(b) the material breach is not, in the opinion of the Customer, capable of remedy.

43.2 For the purposes of Clause 43.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Customer would otherwise derive from:

(a) a substantial portion of this Contract; or

(b) failure to perform all or part of Services or such performance of all or part of the Services in such a manner that the Customer considers (acting reasonably) causes a health and safety risk or endangers public safety.

In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

43.3 The Customer may terminate the Contract by giving written notice to the Supplier with immediate effect if:

(a) the Supplier repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

(b) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply

(c) any warranty given by the Supplier in Clause 41 of this Contract is found to be untrue or misleading.

43.4 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Supplier may terminate the Contract in writing with immediate effect, except that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under Clause 18.

44. TERMINATION FOR CONVENIENCE

The Customer may terminate this Contract at any time by giving 3 Months' written notice to the Supplier.

45. CONSEQUENCES OF TERMINATION OR EXPIRY

45.1 Where the Customer terminates the Contract under Clause 43 and then makes other arrangements for the supply of Services, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clause 43, no further payments shall be payable by the

Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

45.4 Except as otherwise expressly provided in the Contract:

(a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract before termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

(b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clause 16, Clause 17, Clause 18, Clause 19, Clause 22, Clause 23, Clause 23.4(d), Clause 26, Clause 27, Clause 32, Clause 38, Clause 39, Clause 40, Clause 45, Clause 47, and Clause 52

46. DISRUPTION

46.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other Supplier employed by the Customer.

46.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

46.3 In the event of industrial action by the Staff, the Supplier shall seek the Customer's Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under the Contract.

46.4 If the Supplier's proposals referred to in Clause 46.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may:

(a) require the Supplier to provide alternative proposals; or

(b) undertake the services itself and recover from the Supplier the additional costs incurred in the process.

Subject to Clause 46.5, nothing in this clause shall release the Supplier from the proper performance of its obligations under the Contract.

46.5 **reasonably** If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense incurred by the Supplier as a direct result of such disruption.

47. RECOVERY ON TERMINATION

47.1 On the termination of the Contract for any reason, the Supplier shall:

(a) immediately return to the Customer all Confidential Information, Personal Data and Customer's Intellectual Property in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;

(b) immediately deliver to the Customer all property (including materials, documents, information and access keys) provided to the Supplier under Clause 9. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

(c) assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to any Replacement Supplier and/or the completion of any work in progress; and

(d) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or the Replacement Supplier to conduct due Diligence.

47.2 If the Supplier fails to comply with Clause 47.1(a) and Clause 47.1(b), the Customer may recover possession thereof and the Supplier grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or Sub-Contractors where any such items may be held.

47.3 Where the end of the Contract Period arises due to the Supplier's Default, the Supplier shall provide all assistance under Clause 47.1(c) and Clause 47.1(d) free of charge. Otherwise, the Customer shall pay the Supplier's reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.

48. DISPUTE RESOLUTION

48.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this Contract, the parties shall follow the procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representative identified in the Order Form of the Customer and the Authorised Representative identified in the Order Form of the Supplier shall attempt in good faith to resolve the Dispute;

(b) if the Authorised Representative of the Customer and the Authorised Representative of the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive Officer or Managing Director (or equivalent postholder) or someone authorised by him/her to act on his/her behalf of the Customer and the Chief Executive Officer or Managing Director (or equivalent post holder) of the Supplier who shall attempt in good faith to resolve it; and

(c) if the Chief Executive Officer or Managing Director (or equivalent postholder) or person authorised by him/her to act on his/her behalf of the Customer and the Chief Executive Officer or Managing Director (or equivalent post holder) of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 60 days after the date of the ADR notice.

48.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute under Clause 51 which clause shall apply at all times.

49. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one month, the party not affected may terminate this Contract by giving 5 days' written notice to the affected party.

50. ENTIRE AGREEMENT

50.1 This Contract 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.

50.2 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this Contract, provided that nothing in this Clause 50 shall operate to exclude any liability for fraud.

50.3 In the event of and only to the extent of any conflict between the Order Form, the clauses of the Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the clauses of the Contract;
- (b) the Order Form;
- (c) the terms of the Framework Agreement, the Schedules to the Framework Agreement; and
- (d) any other document referred to in the clauses of the Contract.

51. NOTICES

51.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

51.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or by e-mail. Such letters shall be addressed to the other Party in the manner referred to in Clause 50.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Working Days after the day on which the letter was posted, or four hours in the case of e-mail, or sooner where the other Party acknowledges receipt of such letters or e-mail.

51.3 For the purposes of Clause 51.2 the address of each Party shall be:

- (a) for the Customer: the address set out in the Order Form.
- (b) for the Supplier: the address set out in the Order Form.

51.4 Either Party may change its address for service by serving a notice in accordance with this clause.

52. GOVERNING LAW AND JURISDICTION

52.1 This Contract 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.

52.2 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 Contract or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof this Contract is deemed to have been signed by the Customer and the Supplier on the date that the Supplier signs and returns the Order Form to the Customer.

OFFICAL - PROTECT

Appendix 2 - Access Agreement

Isle of Wight Council Framework Agreement

BEACH & SLIPWAY CLEANING SERVICES REF: DN427923

Before placing any orders under this framework, please complete this form and return it via email to: tricia.stillman@iow.gov.uk

TO BE COMPLETED BY THE CUSTOMER:

Name of organisation:	
Address:	
Telephone:	
Email:	
Signature:	
Name of signature:	
Date:	

ISLE OF WIGHT COUNCIL ACKNOWLEDGEMENT (TO BE COMPLETED BY IWC)

Officer Name:	
Officer Position:	
Signature:	
Date:	

Appendix 3 – Pricing Information

**SCHEDULE 3
ORDER FORM**

Framework Agreement for the Provision of Beach and Slipway Cleansing Services

FROM

Customer:	
Service address:	
Invoice address:	
Authorised Representative:	Ref: Phone: E-mail:
Order number:	To be quoted on all correspondence relating to this Order:
Order date:	

OFFICIAL PROTECT

OFFICIAL - PROTECT

OFFICAL PROTECT

OFFICAL - PROTECT

TO

	[SUPPLIER'S NAME]
Supplier:	
For the attention of:	
E-mail:	
Telephone number:	
Address:	

1. SERVICES REQUIREMENTS

(1.1) Services [and deliverables] required:

1.1.1 Machine Cleaning

Map No.	Location and (beach reference)	Machine Clean daily (£) per Clean	Estimated Quantity	Total (£)	Machine Alternate days (per clean)	Estimated Quantity	Total (£)	Machine twice a week (per clean)	Estimated Quantity	Total (£)	Machine once a week (per clean)	Estimated Quantity	Total (£)
1, 2, & 3	Yaverland (B)	£10.10			£10.10			£10.10			£10.10		

Map No.	Location and (beach reference)	Machine Clean daily (£) per Clean	Estimated Quantity	Total (£)	Machine Alternate days (per clean)	Estimated Quantity	Total (£)	Machine twice a week (per clean)	Estimated Quantity	Total (£)	Machine once a week (per clean)	Estimated Quantity	Total (£)
3, 4 & 5	Sandown (D)	£80.80		£121.20			£121.20	£121.20			£121.20		
5, 6, 7 & 8	Lake (E)	£10.10		£10.10			£10.10	£10.10			£10.10		
8, 9 & 10	Shanklin (F)	£38.38		£38.38			£38.38	£38.38			£38.38		
17	Ryde West (M)	£10.10		£10.10			£10.10	£10.10			£10.10		
18 & 19	Ryde East (N)	£151.50		£242.40			£242.40	£202.00			£202.00		
19 & 20	Puckpool (O)	£10.10		£10.10			£10.10	£10.10			£10.10		
20	Springvale (P)	£10.10		£10.10			£10.10	£10.10			£10.10		
21	Seaview (Q)	£10.10		£10.10			£10.10	£10.10			£10.10		
22	Seagrove (R1)	£10.10		£10.10			£10.10	£10.10			£10.10		
23	St Helens (S)	£35.35		£40.40			£40.40	£40.40			£50.50		

1.1.2 Manual Litter Picks May to September

Plan No.	Location	Beach Ref.	Daily (£)	Estimated Quantity	Total (£)	Weekly (£)	Estimated Quantity	Total (£)	Weekly but daily in school holiday (£)	Estimated Quantity	Total (£)	3 Times per week (£)	Estimated Quantity	Total (£)
1, 2 & 3	Yaverland	A, B & C	48.48			46.46			60.56			60.56		

Plan No.	Location	Beach Ref.	Daily (£)	Estimated Quantity	Total (£)	Weekly (£)	Estimated Quantity	Total (£)	Weekly but daily in school holiday (£)	Estimated Quantity	Total (£)	3 Times per week (£)	Estimated Quantity	Total (£)
3, 4 & 5	Sandown	D	£96.96			£88.88			£121.20			£121.20		
5, 6, 7 & 8	Lake	E	£22.00			£56.32			£45.45			£45.45		
8, 9 & 10	Shanklin	F	£84.84			£72.72			£106.00			£106.05		
14	Gurnard	J	£40.40			£52.52			£70.85			£70.85		
15	Cowes	K	£42.42			£60.60			£78.18			£78.18		
16	East Cowes	L	£25.25			£84.84			£50.50			£50.50		
17	Ryde West	M	£22.00			£37.37			£32.82			£32.82		
18 & 19	Ryde East	N	£128.27			£121.20			£151.50			£151.50		
20	Springvale	P	£25.25			£78.78			£50.50			£50.50		
21	Seaview	Q	£20.20			£53.32			£45.45			£45.45		
22	Seagrove	R1 & R2	£25.25			£41.41			£46.90			£46.90		
23	St Helens	S	£40.25			£40.40			£50.50			£50.50		
25	Colwell	U & V	£40.68			£40.40			£50.85			£50.85		
26	Freshwater	W	£20.20			£60.60			£40.40			£40.40		

1.1.3 Manual Litter Picks Out of Season

Plan No.	Location	Beach Ref.	Daily	Estimated Quantity	Total (£)	Weekly (£)	Estimated Quantity	Total (£)	Weekly but daily in school holiday (£)	Estimated Quantity	Total (£)	3 Times per week (£)	Estimated Quantity	Total (£)
1, 2 & 3	Yaverland	A, B & C	4.84			4.84			9.78			9.79		
3, 4 & 5	Sandown	D	£9.49			£9.49			£18.98			£18.98		
5, 6, 7 & 8	Lake	E	£4.54			£4.54			£9.90			£9.90		

Plan No.	Location	Beach Ref.	Daily	Estimated Quantity	Total (£)	Weekly (£)	Estimated Quantity	Total (£)	Weekly but daily in school holiday (£)	Estimated Quantity	Total (£)	3 Times per week (£)	Estimated Quantity	Total (£)
8, 9 & 10	Shanklin	F	£8.08			£8.08			£16.16			£16.16		
14	Gurnard	J	£4.54			£4.54			£9.90			£9.90		
15	Cowes	K	£6.06			£6.06			£12.12			£12.12		
16	East Cowes	L	£4.54			£4.54			£9.90			£9.90		
17	Ryde West	M	£3.43			£3.43			£6.86			£6.86		
18 & 19	Ryde East	N	£12.12			£12.12			£24.24			£24.24		
20	Springvale	P	£7.27			£7.27			£14.54			£14.54		
21	Seaview	Q	£5.35			£5.35			£10.70			£10.70		
22	Seagrove	R1 & R2	£4.04			£4.04			£8.18			£8.18		
23	St Helens	S	£4.04			£4.04			£8.80			£8.80		

1.1.4 Rural Litter Picks

Plan No.	Reference	Name of Beach/ location	Price per clean	Estimated Quantity	Total (£)
28A	A	Whale Chine	£51.00		
28B		Atherfield	£51.00		
28C	C	Grange Chine	£51.00		
28D	D	Chilton Chine	£51.00		
28E	E	Brambles Chine	£51.00		
28F	F	Cliff End	£51.00		
28G	G	Yarmouth	£51.00		

1.1.1.5 Waste Receptacles

Plan no.	Location	Number of bins	Price per bin empty	Estimated Quantity	Total Price per empty
1, 2 & 3	Yaverland	6	£1.10		
3, 4 & 5	Sandown	25	£3.03		
8, 9 & 10	Shanklin	25	£3.03		
11	Ventnor	4	£1.10		
12	Bonchurch	3	£1.10		
17	Ryde West	5	£1.10		
18 & 19	Ryde East	30	£3.03		
19 & 20	Puckpool	6	£1.10		
20	Springvale	6	£1.10		
21	Seaview	6	£1.10		
22	Seagrove	6	£1.10		
23	St Helens	6	£1.10		
25	Colwell	6	£1.10		
26	Freshwater	6	£1.10		

1.1.6 Day Work

For the purpose of dealing with out of hours call out and/or seaweed clearance activities

Details of Work Required:

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OFFICIAL PROTECT

Charges will be at the hourly rate as shown in the tender Pricing Schedule and detailed below:

Rates Applicable

Staff Level Required	Per hour (£)	Estimated Quantity	Total (£)
Operative	£20.20		0.00
Supervisor	£25.25		0.00

(1.2) Service Commencement Date:

(1.3) Price payable by Customer and payment profile:

Prices to be charged as shown above. Payments will be made monthly in arrears as per the Framework Agreement

(1.4) Completion date (including any extension period or periods):

2. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]

(2.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:

(2.2) Performance standards:

(2.3) Location(s) at which the Services are to be provided:

Beach areas as detailed in 1.1

(2.4) Quality standards:

As per the Framework Agreement

(2.5) Contract monitoring arrangements:

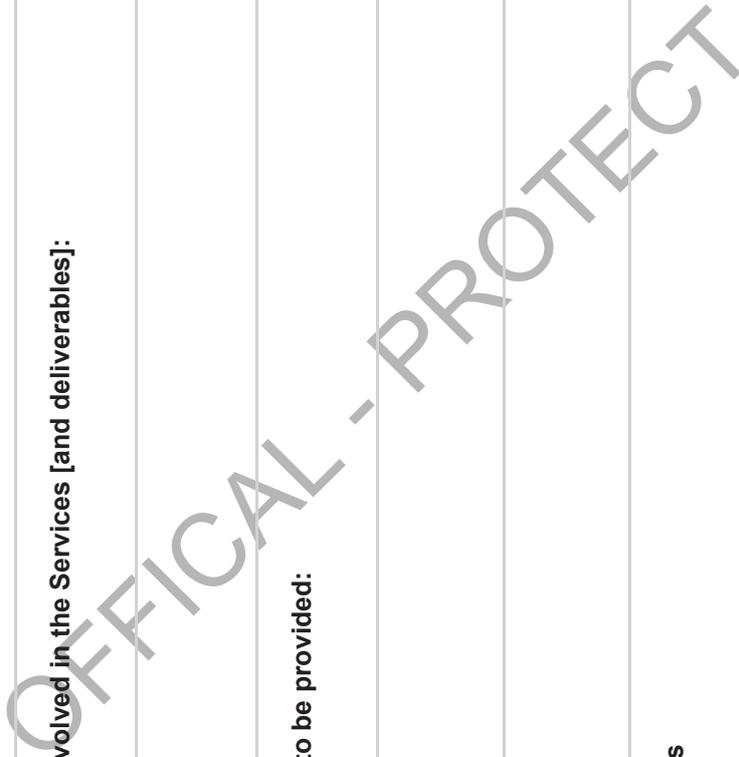
As per the Framework Agreement

(2.6) Management Information and meetings

As per the Framework Agreement

(2.7) Terms and Conditions applicable to the Order

The Call-off terms and conditions contained at Schedule 4 to the Framework Agreement shall apply to this Order.



3. CONFIDENTIAL INFORMATION

(3.1) The following information shall be deemed Confidential Information:

(3.2) Duration that the information shall be deemed Confidential Information:

OFFICAL - PROTECT

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on **[DATE]**.

For and on behalf of the Supplier:

Name and title	
Signature	
Date	
Supplier's Authorised Representative for the Contract (if different)	[NAME]

For and on behalf of the Customer:

Name and title	
Signature	
Date	

OFFICIAL PROTECT

OFFICIAL - PROTECT

PROVISION OF BEACH AND SLIPWAY CLEANSING SERVICES FRAMEWORK SPECIFICATION

1 INTRODUCTION

1.1 Background

- 1.1.1 The Isle of Wight Council (“the Authority”) requires a suitably qualified **Supplier** to enter into a Framework Agreement for the provision of Beach and Slipway Cleansing Services on the Isle of Wight.
- 1.1.2 The Authority is seeking a supplier to deliver beach and slipway cleansing services on the Isle of Wight at the 20 beach areas listed below. The framework will be a single supplier framework and it will only be available to the Authority and any Isle of Wight Town or Parish Council.
- 1.1.3 In accordance with Part IV of the Environmental Protection Act 1990, the Authority in its role as Principal Litter Authority, has the duty to ensure that all land in its direct control which is in the open air to which the public has clear access is kept free of litter and refuse, so far as practicable. This includes the area of beaches extending to 5 meters below the prevailing tide line.
- 1.1.4 There is a framework currently in place for these services which will expire on 31 March 2020.

1.2 The Beach Areas

- 1.2.1 The **Cleansing Services** covered by this specification may only be provided at the following twenty (20) **Beach Areas** on the Isle of Wight:

- a) Gurnard;
- b) Cowes;
- c) East Cowes;
- d) Ryde West;
- e) Ryde East;
- f) Puckpool;
- g) Springvale;
- h) Seagrove Bay;
- i) Seaview;
- j) St. Helens;
- k) Yaverland;
- l) Sandown;
- m) Lake;
- n) Shanklin;
- o) Bonchurch;
- p) Ventnor;
- q) Steephill Cove;
- r) Colwell;
- s) Freshwater;
- t) Rural locations in the West Wight area.

- 1.2.2 The location for all these areas can be found on the maps at Appendix 1

1.3 Scope of Cleansing Services

- 1.3.1 The scope of the **Cleansing Services** includes the following:
- Machine clean beaches (including slipways and beach steps)

- Manual litter pick beaches
- Clear seaweed (normal amounts and abnormal amounts)
- Sweeping of slipways and steps
- Provide skips for debris including siting and collections
- Management and waste collection and waste disposal from Wire Baskets and Wall Ring litter bins

1.3.2 The **Supplier** will operate the **Cleansing Services** in accordance with the Defra Code of Practice on Litter and Refuse 2006, (hereafter referred to as '**the Code**'), at all **Beach Areas** as set out in 1.2.1 a) through to t).

1.3.3 The **Supplier** will achieve a Grade B standard of **Cleansing Services** as set in the Code.

1.3.4 This specification indicates the right to inspection and supervision of the **Supplier** provision of **Cleansing Services**, by the Authority, through the Authority's Authorised Representative and the Customer.

2 KEY LEGISLATION

2.1 The following is a list of current key legislation applicable to the delivery of the contract: -

- Environmental Protection Act 1990
- Clean Neighbourhoods Act 2005
- Code of Practice on Litter and Refuse (*as referred to throughout as 'the Code' issued under section 89(7) of the Environmental Protection Act 1990*)
- The Waste Regulations 2011
- Controlled Waste Regulations 2012

3 KEY AIMS

3.1 To achieve an environmental standard of cleanliness that is predominately free from all litter, rubbish, weeds, animal fouling, tree debris or other deposited or abandoned material which complies with Grade B the Code at all times.

3.2 To ensure all wastes are collected in a manner that demonstrates compliance with the duties set out in the Waste Regulation 2011, including but not limited to: -

- Regulation 12: Duty to comply with the waste hierarchy
- Regulation 13 Duties in relation to the collection of waste
- Regulation 14: Duty in relation to collected waste

4 STANDARDS

4.1 In accordance with Part IV of the Environmental Protection Act 1990 the Authority has the duty to ensure that all land in its direct control which is in the open air to which the public has clear access is kept free of litter and refuse, so far as practicable. This includes the area of beaches extending to 5 meters below the prevailing tide line.

4.2 The Cleansing Services described in this specification shall be executed by the **Supplier** in a manner that enhances the Authority's and Customers' reputation. What is required is the best working practice; the creation and maintenance of rigorous standards of cleanliness and tidiness, despite the intensive levels of use.

5 CONTRACT MANAGEMENT

5.1 Contract Communications

5.1.1 The **Supplier** shall ensure that the key personnel are contactable either by telephone (landline or mobile) or by way of electronic communication such as email. This information shall include out of hours contact details.

5.2 Employment Resource

5.2.1 The **Supplier** will employ and deploy sufficient employees at all times to meet the **Cleansing Services** standards of this Specification.

5.2.2 The **Supplier** will ensure sufficient employees are available at all times to restore all Beach Areas to the required Cleansing Services standards following:

- storms,
- extreme weather,
- an organised public or private event.

5.3 Uniform & Vehicles

5.3.1 The **Supplier** will be solely responsible for the provision of all vehicles, plant, machinery and equipment necessary for the provision of the Services.

5.3.2 The **Supplier** shall ensure that all vehicles used in connection with this agreement are properly licensed and insured and comply with all statutes and regulations and are of a design and construction approved by the Authority's Authorised Representative.

5.3.3 All vehicles (and uniforms) must bear a company logo and be painted in the company livery so that they are easily recognised. Un-marked vehicles will not be permitted at the Locations or on the Authority's Premises. This provision also applies to any Sub-Contractor employed by the **Supplier**. The livery of all vehicles to be used for the purpose of this agreement is to be approved by the Authority's Authorised Representative and must be in accordance with the Authority's Corporate Identity Guide: <https://www.iow.gov.uk/documentlibrary/view/corporate-identity-guide1>. Approval must be sought within a minimum of 1 month of the Commencement Date and such approval will not unreasonably be withheld.

5.3.4 All vehicles to be used for the purpose of this agreement shall be kept in a clean and tidy condition so as to convey a professional image of the service.

5.3.5 The **Supplier** shall not use any vehicle that in the opinion of the Authority's Authorised Representative does not comply with the requirements of the agreement or is over five (5) years old.

5.3.6 The **Supplier** shall allow the Authority's Authorised Representative all reasonable facilities to inspect any vehicles used in connection with the agreement and shall not use any vehicle which in the opinion of the Authority's Authorised Representative does not comply with the requirements of the agreement.

5.3.7 The **Supplier** shall institute and maintain during the Term a system of periodic inspections of all vehicles, plant, machinery and equipment adequate to ensure that the requirements of this agreement are at all times properly met. The **Supplier** shall record in detail the results of such periodic inspection, and upon request, shall furnish the Authority's Authorised Representative with such record.

5.3.8 The **Supplier** shall at his own cost at all times during the Term from the Commencement Date keep the vehicles, plant, machinery and equipment in good serviceable repair and condition. The **Supplier** shall carry out such works of periodic maintenance in relation to such items as the Authority's Authorised Representative may from time to time require.

5.3.9 In the event of a break-down of the vehicles or equipment which will keep the vehicle out of operation for 2 days or longer the **Supplier** is required to hire replacements or agree alternative arrangements with the Authority's Authorised Representative and for the avoidance of doubt no claim will be entertained by the Authority in respect of any breakdown.

5.3.10 The **Supplier** shall ensure that:

- (a) the **Supplier's** Personnel, whose vehicles, plant and machinery may frequently be required to cross areas where the public may be at large, including children and pets such as dogs, in order to gain access, cross such areas with particular caution.
- (b) drivers and operators of vehicles, plant and machinery drive safely and correctly at all times in accordance with Best Industry Practice, statutory regulations and instructions of the **Supplier**. Speed limits are to be observed and manoeuvres such as reversing must be carried out sensibly and, where required by Best Industry Practice under guidance;
- (c) drivers are trained and thoroughly competent in the safe use of plant and machinery;
- (d) plant and machinery operations are carried out in a reasonable and workmanlike manner without causing obstruction or annoyance to the public or users of the premises where the Services are being carried out. In this respect plant and machinery shall not be operated between the hours of 1900 hours and 0730 hours. In addition, within 50m of residential premises plant and equipment should not be operated between 1730 hours and 0800 hours without the express permission of the Authority's Authorised Representative;
- (e) all plant, tools and equipment employed by the **Supplier** are of a suitable type and construction, safe in use, properly maintained and shall conform with all relevant legislation and British Standards. Any tool or piece of plant or equipment which does not comply with the provisions of this Specification may be condemned by the Authority's Authorised Representative, and if so, condemned forthwith removed, by the **Supplier**, from the performance of the Services.
- (f) plant and vehicles are cleaned internally and externally and maintained in such a condition so that they present an agreeable and professional appearance to the public.

5.4 Staff Training

5.4.1 The **Supplier** shall ensure regular staff training is provided to ensure all personnel are suitably qualified and experienced in providing the service. This shall also include an element of customer care. If required, the **Supplier** shall provide details of such training to the Authority's Authorised Representative and Customer.

5.5 Customer Services

5.5.1 The **Supplier** will train all employees to be able to answer queries from the public whilst conducting the Cleansing Services.

5.5.2 The **Supplier** shall notify the Authority's Authorised Representative and relevant Customer of any complaints within one (1) Working Day. The **Supplier** will provide details of the nature of the complaint and how each incident was or is to be resolved.

6 MANAGEMENT INFORMATION AND GOVERNANCE

6.1 Annual Report

6.1.1 The **Supplier** will submit to the **Authority**, in either written or digital form, to the Authority Seven (7) Working Days after the 31 October each Contract Year an annual report identifying: -

- The condition of all **Beach Areas**;
- any **Beach Areas** requiring reinstatement work;
- such remedial measures required in general terms arising from the above;
- the total tonnage of waste and recycling arising collected by the **Supplier**;
- the destination and tonnage of all waste and recycling collection by the **Supplier**.

6.1.2 The **Supplier** will submit to its Customers, in either written or digital form, to the Authority Seven (7) Working Days after the 31 October each Contract Year an annual report identifying the following as relevant to the Customer: -

- The condition of all **Beach Areas**;
- any **Beach Areas** requiring reinstatement work;
- such remedial measures required in general terms arising from the above;
- the total tonnage of waste and recycling arising collected by the **Supplier**;
- the destination and tonnage of all waste and recycling collection by the **Supplier**.

6.2 Weekly Report

6.2.1 The **Supplier** will submit to the **Authority** and each relevant Customer, in either written or digital form, a Weekly Report.

6.2.2 The Weekly Report shall be submitted each Monday by 12 noon.

6.2.3 The Weekly Report shall confirm all activities indicated in the Customer's Schedule 3 Order Form and shown in the **Programme of Beach Area Cleansing Services** have been completed against schedule.

6.2.4 The Weekly Report will report all incidents and problems that have occurred in the past seven (7) days.

6.3 Daily Reporting

6.3.1 The **Supplier** will verbally report to the Authority's Authorised Representative and any relevant Customers, in person or by telephone call at the end of each working day that all activities indicated in the Customer's Schedule 3 Order Form and shown in the **Programme of Beach Area Cleansing Services** have been completed and advise on any problems or incidents.

6.4 Defect/vandalism reporting

6.4.1 Throughout daily operations the **Supplier's** operatives shall be required to identify any defects or vandalism on the beach and adjoining facilities. All findings must be reported immediately to the Authority's Authorised Representative and any relevant Customer.

6.5 Excess Seaweed and Hazardous Materials Reporting

6.5.1 The **Supplier** shall notify the Authority's Authorised Representative and any relevant Customer at all times during the Term or the Contract, of any large influx of seaweed, accumulation of stones, oil pollution or any other cause which may result in a reduction of the cleaning standards.

6.5.2 Notification shall be made as soon as possible after the instance is noted and also applies in situations where a danger to the public could arise.

6.6 Contract Meetings

6.6.1 The **Supplier** will meet with the Authority's Authorised Representative once a month on dates to be agreed. This is for the purpose of monitoring the framework, measuring key performance indicators and to discuss weekly reports and outcomes of any events or incidents.

6.6.2 The **Supplier** may also be required to meet with the Customer either once a month as above or less frequently as and when required to discuss weekly reports and outcomes of any events or incidents.

6.7 **Dispute Resolution**

6.7.1 Please see the Framework Agreement for details of the procedure for any dispute resolutions.

6.8 **Photographic Evidence**

6.8.1 The **Supplier** shall be required from time to time to provide photographic evidence of before and after activities of works requested and other items such as the identification of defects, vandalism etc.

7 **CLEANSING SERVICE KEY PERFORMANCE INDICATORS**

7.1 The Cleansing Service performance is measured by using the following criteria as detailed in the Framework Agreement: -

- Customer complaint level
- Quantity of waste removed
- Percentage of waste recycled
- Contract monitoring inspections
- Weekly feedback reports

8 **PROGRAMME OF BEACH AREA CLEANSING SERVICES**

8.1 Once an order has been provided and the **Supplier** has accepted the Order, the **Supplier** will develop a Programme of Beach Area Cleansing Services for approval by the Customer.

8.2 The Programme of Beach Area Cleansing Services will indicate for each Beach Area: -

- The date and times of each Cleansing Service; and
- The type of Cleansing Services that shall be conducted; and
- The number of employees the **Supplier** will deploy to complete the Cleansing Services.

8.3 The **Supplier** will update the Programme of Beach Area Cleansing Services a minimum of thirty (30) Working Days prior to the 1 April in each contract year and submit this to the Customer for approval.

8.4 The **Supplier** will provide the Cleansing Services at Beach Areas between the hours of 5.00am - 10.00am and 18.00pm - 21.00pm, on all calendar days of each contract year, except for Christmas Day.

8.5 The **Supplier** will not operate machinery at Beach Areas outside of the hours indicated in 8.4 without the prior written consent of the Authority's Authorised Representative.

8.6 The **Supplier's** Programme of Beach Area Cleansing Services will ensure the minimum disruption to members of the public.

9 EMERGENCY AND SPECIAL EVENTS

- 9.1 The **Supplier** will provide a 24-hour Emergency Call-out Service which will be paid at day work rates.
- 9.2 The **Supplier** will be required to provide additional services to ensure all Beach Areas are maintained to the required Cleansing Services standards following:
- storms
 - extreme weather
 - an organised public or private event

10 GENERAL RESPONSIBILITIES

- 10.1 The nature of the Cleansing Services is such that some operations that may be necessary may not have been specified. The **Supplier** shall make due allowance to cover all such works and shall be priced accordingly using the day work rates provided.
- 10.2 Such work will be either instigated by the Customer in writing giving two (2) working days' notice, save in exceptional circumstances; or shall be agreed in advance with him, in writing. No unspecified work shall occur without the Customer consent.

11 ACCESS TO BEACH AREAS

- 11.1 To gain access to Beach Areas the Supplier shall use those access points and gateways currently available.
- 11.2 The Supplier shall note that his responsibility in providing the Cleansing Service includes keeping the Beach Areas safe at all times for all members of the public whilst the Contract is operational and taking particular care to protect children and vulnerable people.
- 11.3 Notwithstanding the above the Supplier shall take all reasonable measures to prevent damage and unauthorised activities or access to Beach Areas included in the Contract.

12 WASTE MANAGEMENT

12.1 Skips

- 12.1.1 The **Supplier** may provide skips to facilitate the removal of debris collected from the **Beach Areas**. It shall be the **Supplier's** responsibility to: -
- Obtain permission to site the skips and pay any associated fees;
 - Arrange the daily emptying;
 - Pay all associated costs.

12.2 Waste and Recycling receptacles

- 12.2.1 Where identified, wire baskets/wall rings will be provided in the **Beach Areas** as detailed in the table below: -

REF	BEACH	PLAN	WIRE BASKETS/RINGS
A	YAVERLAND	1, 2 & 3	6
D	SANDOWN	4 & 5	25
F	SHANKLIN	9 & 10	25
G	VENTNOR	11	4
H	BONCHURCH	12	3
J	GURNARD	14	3

K	COWES	15	3
L	EAST COWES	16	3
M	RYDE WEST	17	5
N	RYDE EAST	18 & 19	30
O	PUCKPOOL	19 & 20	--
P	SPRINGVALE	20	6
Q	SEAVIEW	21	--
R	SEAGROVE BAY	22	--
S	ST.HELENS	2	3
U/V	COLWELL	25	4
W	FRESHWATER	26	4
			<u>124</u>

12.2.2 The Authority currently supplies the wire baskets/wall rings to the **Supplier**. The **Supplier** shall be responsible for their collection from the Authority's depot, their transportation to site and position on the **Beach Area**. At the end of September in each year, or when otherwise indicated by the Authority's Authorised Representative, the **Supplier** shall return them to the nominated Authority depot.

12.2.3 The **Supplier** is responsible for supplying the bags for the wire baskets and walls rings and for the emptying of the same. This shall take place once per day during the months of May, June and September. During July and August this should be twice daily at times to be agreed with the Customer.

12.2.4 The **Supplier** shall keep a daily record of the quantity of wire baskets emptied at each site.

12.3 Collection of Waste and Recycling

12.3.1 The **Supplier** will manage litter bin collections from Wall Rings and Wire Baskets on all calendar days in the **Beach Areas** from 01 April to the 31 October in each contract year.

12.3.2 The **Supplier** will be responsible for the procurement, delivery and installation of sacks to line the Wire Baskets and site in Wall rings.

12.3.3 The **Supplier** will make reasonable endeavours to deter animals from spitting sacks and spilling waste in the **Beach Areas**.

12.3.4 The **Supplier** will clear all waste from silt or split litter sacks.

12.3.5 The collection of waste and recycling from Wall Rings and Wire basket litter bins will comply with the Waste Framework Directive 2011 (as Amended 2012) in particular regard but not limited to:-

- Regulation 12. Duty in relation to the Waste Hierarchy
- Regulation 13. Duties in Relation to the Collection of Waste
- Regulation 14. Duty in relation to collected Waste

12.3.6 The **Supplier** shall investigate the provision of alternative waste receptacles to rings and wire baskets in order to promote recycling and reduce the volumes of waste going to landfill. This should extend beyond types of receptacles to include the number and locations, durability, how they will be affixed/removed and emptied during the season. The findings of such investigation should be ongoing and reported to the Authority's Authorised Representative at the monthly contract meetings.

12.4 Transport and Disposal of Waste and Recycling

- 12.4.1 The **Supplier** will be responsible for the appropriate treatment and disposal destinations for all collected waste.
- 12.4.2 All treatment and disposal routes used by the **Supplier** must have the correct Planning permission and environmental permitting to receive and treat the waste arising.
- 12.5 The **Supplier** is required to work with the Authority's Authorised Representative to maximize its recycling of beach litter. The **Supplier** shall also be responsible for the removal of all waste and disposing of such material.
- 12.6 The **Supplier** shall keep a monthly record of the total weight of waste and recycling removed from the **Beach Areas** and provide this figure to the Authority as part of the Monthly Reporting requirement. These details shall separate waste that requires disposal and the waste that is recycled.

13 CLEANSING METHODS & PROGRAMMES

- 13.1 All cleansing and methods are variable and in accordance with the customer's requirements as per the customer's Order Form. The **Supplier** shall ensure that all **Cleansing Services** are in accordance with the restrictions relevant to the **Beach Area** as detailed in this section:

BEACH LOCATIONS	MAP NO.	REFERENCE	CLEANING METHOD	
			MACHINE	LITTER PICK
Yaverland	1, 2 & 3	A, B & C	√	√
Sandown	3, 4 & 5	D	√	√
Lake	5, 6, 7 & 8	E		√
Shanklin	8, 9 & 10	F	√	√
Ventnor	11	G		√
Bonchurch	12	H		√
Gurnard	14	J		√
Cowes	15	K		√
East Cowes	16	L		√
Ryde West	17	M	√	√
Ryde East	18 & 19	N	√	√
Puckpool	19 & 20	O		√
Springvale	20	P	√	√
Seaview	21	Q	√	√
Seagrove	22	R1 & R2	√	√
St Helens	23	S	√	√
Colwell	25	U & V		√
Freshwater	26	W		√
SteePhill	27	X		√
Whale Chine	28A	A		√

13.2 Machine Operations

- 13.2.1 Where machinery is required, a programme of works must be submitted by the **Supplier** to the Customer. Any areas not readily accessible to the equipment within the areas specified on the plans must be litter picked manually during the operation (i.e. around beach huts and other obstructed areas).
- 13.2.2 During the permitted hours of working the **Supplier** shall start the operations at the furthest point from the main hotels so as to minimise any noise or other disturbance

to residents this particularly relates to early start times.

- 13.2.3 Due to fluctuation in the height of tide the **Supplier** shall extend operations to a point not less than 5 metres to the seaward side of the prevailing high tide mark wherever practicable.
- 13.2.4 However, in the case of Ryde West cleansing shall be in accordance with the requirement detailed in Plan No. 17 of Appendix 1 to this Specification.
- 13.2.5 The **Supplier** shall be responsible for the removal of any debris/sand etc. deposited on any highways resulting from the **Cleansing Services**.
- 13.2.6 In the event of any breakdown, malfunction, repair or non-availability for whatever reason of any vehicle or machinery the **Supplier** shall ensure that **Beach Areas** are manually litter picked until such times as the vehicle or machinery becomes available again. However, on the occasion of a breakdown of any vehicle or machinery which will result in the same being out of operation for 3 working days or longer, the **Supplier** shall hire replacements or agree alternative arrangements with the Customer

13.3 Manual Litter Picking Beaches and Sites

- 13.3.1 Where the **Cleansing Services** required are manual litter picking in accordance with 7.2 above the **Supplier** shall ensure that litter is picked manually to a point 5 metres below the prevailing high tide mark (where possible) on each day before 10am. The **Supplier** shall pay particular attention to areas around beach huts and obstructed areas.

13.4 Pre-Season Clean

- 13.4.1 The **Supplier** shall thoroughly cleanse all Beach Areas comprised in the Order Form by hand picking only as described above, removing all large items, debris and litter from the beach area to Grade B standard in the Code of Practice on Litter and Refuse.

13.5 Pre-Christmas Litter Picks

- 13.5.1 The **Supplier** shall thoroughly cleanse the **Beach Areas** listed in any Order Form by hand picking only, removing all large items, debris and litter from the beach area. Exact dates to be agreed with the Customer.

13.6 Winter Litter Picks

- 13.6.1 Winter Cleans are to be completed at the end of October, November, January and February (4 occasions) during each year for each **Beach Area**. Exact dates to be agreed with the Customer.
- 13.6.2 The **Supplier** shall thoroughly cleanse the **Beach Areas** comprised in any Order Form by hand picking only. Remove all large items, debris and litter from the **Beach Area**.

13.7 Abnormal Seaweed Clearance

- 13.7.1 If the **Supplier** reports to the Customer, for example, a large influx of seaweed or any similar large or abnormal collection of waste or other accumulated materials the **Supplier** may request a written instruction to remove the same.
- 13.7.2 If the Customer is satisfied that the accumulation is abnormal, he will certify that such is the case and issue a Purchase Order to the **Supplier** to collect and remove it. In these circumstances, the **Supplier** shall be entitled to payment of the additional sums

shown on the Day Works rate.

- 13.7.3 Should the Customer not agree that the accumulation is significantly greater than normal he shall be entitled to direct the **Supplier** to proceed with its collection and removal in the normal way and the **Supplier** will comply with all such directions.
- 13.7.4 The **Supplier** shall find solutions for the disposal of this material. For example, the current method is transportation to local farmers for composting however when the influx is too great for local farmers an alternative form of disposal may be required.

13.8 Rural Beach Cleans

- 13.8.1 Periodically a Customer will require that the rural Beach Areas identified on Plans 28a – 28G at Appendix 1. These Beach Areas are to be litter picked.

13.9 Slipways and Beach Steps

- 13.9.1 During the normal delivery of **Cleansing Services** the **Supplier** shall carry out the sweeping of all slipways and beach steps that form part of each **Beach Area**.

14 CLEANLINESS

14.1 Standards of Cleanliness

- 14.1.1 As described in the Key Aims the standards required shall in all cases be defined as Grade B as defined in the Code of Practice on Litter and Refuse issued under Section 89 of the Environmental Protection Act 1990.
- 14.1.2 In the event of any **Beach Area** not being cleansed in accordance with this Specification the **Supplier** shall notify the Customer by no later than 10:30 am each day. In this event the remedies contained within the call off terms and conditions shall apply.

15 SLIPWAY CLEANSING

- 15.1 The **Supplier** shall carry out Slipway cleansing at the locations identified at Appendix 2.
- 15.2 The **Supplier** shall cleanse the slipways using a hot water steam jet spray system.
- 15.3 The **Supplier** shall adopt safe methods of work and shall provide to the Customer the necessary risk assessment for these activities. This shall include, but not be limited to, details of how the **Supplier** intends to safeguard both the public and staff from any hazard or injury caused by airborne material whilst machinery/plant is in operation.
- 15.4 The **Supplier** shall report immediately to the Customer any vandalism or other damage identified on any other part of the location where this service is being carried out (as per clause 6.4).
- 15.5 When cleansing is in progress the **Supplier** shall ensure that warning signs of a type agreed with the Authority's Authorised Representative are erected.
- 15.6 The algae and all other materials removed from the slipway/steps shall be cleared from site and disposed of by the **Supplier** in an appropriate manner.
- 15.7 The frequency of cleansing is fortnightly during the summer season and monthly during the winter as specified at Appendix 2.

- 15.8 The Customer shall produce an annual programme, and the **Supplier** will provide a monthly schedule detailing the order in which the cleansing is to be undertaken.
- 15.9 This work shall be undertaken during the lowest practical spring tides, thus allowing the maximum area of the slipways to be cleansed.
- 15.10 The **Supplier** shall ensure that the programme shall be organised to ensure the minimum disruption to traffic flow or public use.
- 15.11 From time to time it may be necessary to undertake a manual clean of the slipways using alternative methods. All products used for this method must be environmentally friendly and is not detrimental to the marine environment.

16 BEACH CLEANSING MACHINERY/PLANT & VEHICLES

16.1 Beach Cleansing

- 16.1.1 Where machinery is required the Supplier shall ensure that the equipment used in the provision of the Cleansing Service is suitable for removing waste and raking the beach as required by this Specification.

16.2 Slipway cleansing

- 16.2.1 The Supplier shall ensure that the steam jet wash machinery is efficient in removing the algae growth from the slipways.

16.3 Vehicles

- 16.3.1 The Supplier will not use any vehicle that in the opinion of the Authority is inadequate to perform the Cleansing Services. A list of vehicles will be provided to the Authority's Authorised Representative prior to the Framework commencing. The list will be reviewed annually.

16.4 Machinery/plant and vehicle maintenance

- 16.4.1 The Supplier shall institute and maintain during the contract term a system of periodic inspections of all plant, machinery and vehicles to ensure that the contract requirements are met at all times. From time to time the Authority's Authorised Representative reserves the right to inspect these procedures.

17 HEALTH AND SAFETY

- 17.1 In addition to the requirements of the Framework Agreement the **Supplier** shall implement the following:
 - 17.1.1 Before the start of a Call Off agreement, supply to the Customer the appropriate risk assessments relating to all activities described in this specification;
 - 17.1.2 A maximum 10mph speed limit is imposed on all **Beach Areas** at all times;
 - 17.1.3 All vehicles working or travelling on any **Beach Area** shall be equipped with amber rotating warning beacons which must be used at all times when on the **Beach Area**;
 - 17.1.4 All vehicles and plant used on the **Beach Area** shall be equipped with reversing alarms;
 - 17.1.5 All drivers shall hold the relevant licence to operate both plant and equipment as if it were on the public highway;

- 17.1.6 All slipways, access ramps, beach emergency access roads, car park access shall be kept free of loose sand, seaborne materials and litter so that private cars can gain access without risk of causing damage to property or injury to the public;
- 17.1.7 During sand clearance works when using plant, machinery or vehicles the area shall be cordoned off and the appropriate signage in place.
- 17.1.8 Signage or barriers used shall be provided at the **Supplier's** expense.

18 SECURITY

- 18.1 The **Supplier** shall hold access keys when required by the Authority's Authorised Representative in respect of areas such as revetment gates (premises), particularly where any part of the **Cleansing Service** is to be provided outside normal working hours. In such circumstances the **Supplier** shall be responsible for the security of such premises and shall ensure that such premises are properly locked both whilst the **Cleansing Services** are being provided and after any part of the **Cleansing Services** have been provided.
- 18.2 The **Supplier** shall be responsible for the safekeeping of any keys provided to him by the Authority's Authorised Representative and shall only permit such keys to be given to those employees whose names have been supplied to the Authority and then only to the extent required for the purposes of providing the **Cleansing Services**.
- 18.3 The **Supplier** shall ensure that the Authority's Authorised Representative is informed immediately of the loss of any keys.
- 18.4 The **Supplier** will be provided with keys to Beach locations such as revetments where gates and bollards are installed. All keys will be returned upon expiry or termination of the Call off Contract.
- 18.5 Replacements for any lost keys or otherwise through the **Supplier's** neglect, if is necessary to replace the locks, then the total cost of doing so shall be borne by the **Supplier**.
- 18.6 Replacement keys may only be obtained by the **Supplier** through the Authority's Authorised Representative.

19 CONTRACT PAYMENTS

- 19.1 All payments due for Cleansing Services provided for on the Order Form, shall be made on a calendar monthly basis in arrears.
- 19.2 Failure to provide the services in accordance with the Framework Specification and any Call-Off Specification may result in a delay of payment until such matters has been resolved.
- 19.3 Failure to provide the necessary reports detailed herein may result in a delay of payment until such matters has been resolved.

Deputy Clerk, STC

From: publicaccess@iow.gov.uk
Sent: 25 June 2020 09:04
To: townclerk@sandowntowncouncil.gov.uk
Subject: Comments for Planning Application 20/00455/FUL

Other The Town Clerk,

You have been sent this email because you or somebody else has submitted a comment on a Planning Application to your local authority using your email address. A summary of your comments is provided below.

Comments were submitted at 9:04 AM on 25 Jun 2020 from Other The Town Clerk.

Application Summary

Address: Old Town Hall Grafton Street Sandown Isle Of Wight PO36 8JJ

Proposal: Demolition of flat roof extensions and outbuildings; proposed conversion to form 9 dwellings and community hall; pair of semi-detached dwellings on land to the rear

Case Officer: Mr Stuart Van-Cuylenburg

[Click for further information](#)

Customer Details

Name: Other The Town Clerk
Email: townclerk@sandowntowncouncil.gov.uk
Address: Sandown Town Council, The Broadway Centre, Broadway Sandown, Isle Of Wight PO36 9GG

Comments Details

Commenter Type: Town Parish Council

Stance: Customer made comments in support of the Planning Application

Reasons for comment:

Comments: Sandown Town Council members have remotely discussed this matter, and the consensus is that the Town Council are supportive of sensitive redevelopment of the site, ensuring any redevelopment is in keeping with the local area and enhances the neighborhood; in addition, recognises and respects the heritage of the site, protecting aspects of that heritage; and provides community benefit and value.

Members may be adding personal comments, separately due to current circumstances, and may be contributing to any planning meeting to directly discuss this application.