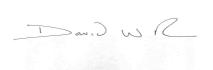
## **Public Document Pack**



**Executive Board Sub Committee** 

Thursday, 5 March 2009 10.00 a.m. Marketing Suite, Municipal Building



#### **Chief Executive**

# ITEMS TO BE DEALT WITH IN THE PRESENCE OF THE PRESS AND PUBLIC

#### PART 1

Item	Page No
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1. MINUTES

#### 2. DECLARATION OF INTEREST

Members are reminded of their responsibility to declare any personal or personal and prejudicial interest which they have in any item of business on the agenda no later than when that item is reached and, with personal and prejudicial interests (subject to certain exceptions in the Code of Conduct for Members), to leave the meeting prior to discussion and voting on the item.

#### 3. CORPORATE SERVICES PORTFOLIO

- (A) NON-DOMESTIC DISCRETIONARY RATE RELIEF
- (B) CORPORATE SECURITY CONTRACT

1 - 11

12 - 14

Please contact Caroline Halpin on 0151 471 7394 or e-mail caroline.halpin@halton.gov.uk for further information.
The next meeting of the Committee is on Thursday, 19 March 2009

Item	Page No
4. THE DIGITAL INCLUSION PILOT	15 - 18
5. PLANNING, TRANSPORTATION, REGENERATION AND RENEWAL PORTFOLIO	
(A) HISTORIC ENVIRONMENT SERVICE LEVEL AGREEMENT	19 - 27
6. HEALTH AND COMMUNITY PORTFOLIO	
(A) COMMUNITY MEALS TENDER	28 - 52
7. ENVIRONMENT, LEISURE AND SPORT PORTFOLIO	
(A) CULTURE & LEISURE SCALE OF CHARGES	53 - 75
PART II	
In this case the Sub Committee has a discretion to exclude the press and public, but in view of the nature of the business to transacted it is <b>RECOMMENDED</b> that under Section 100(A) of the Local Government Act 1972, having been satisfied that all the circumstances of the case the public interest maintaining the exemption outweighs the public interest disclosing the information, the press and public be exclude from the meeting for the following item of business on the grounds that it involves the likely disclosure of exemption as defined in paragraph 3 of Part 1 of Schedule 1 of the Act.	be (4) t in in led the
8. HEALTH AND COMMUNITY PORTFOLIO	
(A) REQUEST TO EXTEND CONTRACTS FOR SPECIALIST LEARNING DISABILITY RESIDENTIAL CARE AND ACTIVITY SERVICES	76 - 80

In accordance with the Health and Safety at Work Act the Council is required to notify those attending meetings of the fire evacuation procedures. A copy has previously been circulated to Members and instructions are located in all rooms within the Civic block.

# Page 1

# Agenda Item 3a

**REPORT TO:** Executive Board Sub-Committee

**DATE:** 5 March 2009

**REPORTING OFFICER:** Strategic Director, Corporate and Policy

SUBJECT: Discretionary Non-Domestic Rate Relief

WARD(S): Borough-wide

#### 1.0 PURPOSE OF REPORT

1.1 The purpose of this report is for members to consider a new application for discretionary non-domestic rate relief and to review all of the current recipients, under the provisions of the Local Government Finance Act 1988.

#### 2.0 RECOMMENDATIONS: That

(1) Under the provisions of Section 47, Local Government Finance Act 1988, discretionary rate relief be granted to the following organisation at the percentage indicated, for the period from 1<sup>st</sup> April 2008 or the commencement of liability, whichever is the later, to 31<sup>st</sup> March 2013:

#### **Halton Haven Hospice**

20%

(2) Under the same provisions, all current recipients of discretionary rate relief still satisfying the appropriate criteria are re-awarded the relief from 1<sup>st</sup> April 2009 to 31<sup>st</sup> March 2013.

#### 3.0 SUPPORTING INFORMATION

3.1 Under the provisions of Section 47 of the Local Government Finance Act 1988, the Authority is allowed to grant discretionary rate relief to organisations that are either a charity or a non-profit making organisation. This relief may also be awarded to Community Amateur Sports Clubs. A summary of the application follows and details of the associated figures are included in Appendix 1. Organisations currently receiving the relief are listed in Appendix 2.

## **Halton Haven Hospice** 57-61 Widnes Road, Widnes

Halton Haven is an independent hospice providing palliative care for 15 in-patients and day care for another 50 patients. The organisation provides extensive care for the terminally ill and also offers respite facilities to the community. Although they will not exclude affected

parties, their services are intended to provide assistance to the residents of Halton.

The premises operate as a shop, which is used for the sale of donated goods to the general public, in order to raise funds for the organisation and to support their work. The property is also used to provide information on the hospice and the facilities available. The premises were occupied by the charity with effect from 5<sup>th</sup> January 2009.

As they are a registered charity, 80% mandatory rate relief has already been awarded but their application also includes a request for 20% discretionary rate relief. The hospice has previously been awarded the additional relief, in respect of their premises at 136 Widnes Road, Widnes, Unit 21, Expressway Industrial Estate, Runcorn and 25 High Street, Runcorn.

Cost to Taxpayer (75%) 2008/09 £355.14

### **Review of Current Recipients**

All current recipients of discretionary rate relief are included in Appendix 2, along with the relevant details of the awards. Appendix 3 lists charitable organisations in receipt of **mandatory rate relief only** for comparison purposes.

If a decision is taken to terminate or reduce the award of discretionary rate relief to any organisation currently in receipt of discretionary rate relief and still satisfying the appropriate criteria, legislation dictates that one year's notice of the amendment must be given to that group. This would result in any such alteration becoming effective from 1<sup>st</sup> April 2010, following the appropriate period of notice.

#### 4.0 POLICY IMPLICATIONS

4.1 Members are required by the regulations to consider each application on its own merit. Any recommendations provided are given for **guidance only** and are consistent with previous decisions and council policy.

#### 5.0 OTHER IMPLICATIONS

75% of any discretionary rate relief granted to organisations receiving mandatory rate relief must be met by the Council Taxpayer, whilst 25% must be met if mandatory rate relief has **not** been awarded. Appendix 1 identifies the cost to the Council Taxpayer for each new application. All the applicants provide support and/or education to the community, which is consistent with the Council's Corporate Plan.

#### 6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

### 6.1 Children and Young People in Halton

Many of the current recipients provide facilities for children and young people.

## 6.2 **Employment, Learning and Skills in Halton**

A number of the current recipients offer training and education.

### 6.3 **A Healthy Halton**

The sporting organisations and other groups provide recreational opportunities, which should assist in improving the health of participants.

#### 6.4 A Safer Halton

None applicable.

#### 6.5 Halton's Urban Renewal

None applicable.

#### 7.0 RISK ANALYSIS

7.1 There are no key risks associated with the proposed action.

#### 8.0 EQUALITY AND DIVERSITY ISSUES

8.1 All of the applicants offer their services to all sections of the community.

# 9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

9.1	Document	Place of Inspection	Contact Officer
	Application forms and supporting evidence	Catalyst House, Widnes	Phil Murphy, Business Rates Manager

# **APPENDIX 1**

Ratepayer	Address	Annual Rates 2008/2009 £	Actual Rates Liability 2008/2009	Mandatory Rate Relief Awarded	Actual Rates Payable 2008/2009	Discretionary Rate Relief Claimed	Annual Cost of Relief to HBC 2008/2009	Actual Cost of Relief to HBC 2008/2009
							L	L
Halton Haven Hospice	57-61 Widnes Road, Widnes	10,048.50	2,367059	80%	473.52	20%	1,507.28	355.14

# **APPENDIX 2**

Registered Charities (In Receipt of 80% Mandatory Relief)	Hereditament Address	% Discretionary Relief Awarded
10th Hough Green Scout & Guide Group	4 Hall Avenue, Widnes	20
1st Halton Scout Group	Castle Rise, Runcorn	20
1st Moore Scouts	Moss Lane, Moore, Warrington	20
1st Runcorn Scout Group	Scout Hut, Pool Lane, Runcorn	20
1st Weston & Weston Point Scout Group	Weston Road, Runcorn	20
3rd Runcorn Scout Group	Moughland Lane, Runcorn	20
4th Runcorn Scout Group	Park Road, Runcorn	20
5th Widnes (Highfield) Scout Group	Scout Hut, After 33 Appleton Village, Widnes	20
Runcorn West District Guide Association	Moughland Lane, Runcorn	20
St Lukes Scouts & Guides	35 Farnworth Street, Widnes	20
Hale Youth Club	Hale Youth Centre, Adj, 4 High Street, Hale Village, Liverpool	20
Halebank Youth Club	Baguley Avenue, Widnes	20
Lords Taverners Woodside Youth Centre	Palacefields Avenue, Runcorn	20
West Runcorn Youth Club	Russell Road, Runcorn	20
Widnes Unit 365 Of The Sea Cadet Corps	Cliffe Street, Widnes	20
Age Concern (Halton)	44 Church Street, Runcorn	20
Age Concern (Halton)	106 Albert Road, Widnes	20
Catalyst Science Discovery Centre & Museum Trust Ltd	Mersey Road, Widnes	20
Cheshire Asbestos Victim Support Group	3 Fryer Street, Runcorn	20
Cheshire Asbestos Victims Support Group	5 Fryer Street, Runcorn	20
Four Estates Ltd	Hillcrest Centre, Halton Brook Avenue, Runcorn	20
Four Estates Ltd	Hillcrest Centre, Halton Brook Avenue, Runcorn	20
Four Estates Ltd	Brook Centre, Hillcrest, Halton Brook, Runcorn	20
Four Estates Ltd	Hillcrest Centre, Halton Brook Avenue, Runcorn	20
Hale Village Hall Management Committee	Village Hall, High Street, Hale Village, Liverpool	20
Halton & District Womens Aid	Address Withheld	20

Registered Charities (In Receipt of 80% Mandatory Relief) (Continued)	Hereditament Address	% Discretionary Relief Awarded
Halton Association For Mental Health T/A Mind Halton	3 Wellington Street, Runcorn	20
Halton Association For Mental Health T/A Mind Halton	30A Widnes Road, Widnes	20
Halton Autistic Family Support Group Ltd	Part 1st Floor, 78-80 Victoria Road, Widnes	20
Halton Community Transport	Ditton Road, Widnes	20
Halton Credit Union Ltd	21 Queens Avenue, Widnes	20
Halton Disability Services	102 Halton Lea, Runcorn	20
Halton Disability Services	87 Albert Road, Widnes	20
Halton District Citizen Advice Bureaux Service	Unit 3 Victoria Square, Lugsdale Road, Widnes	20
Halton District Citizen Advice Bureaux Service	Grosvenor House, Runcorn	20
Halton Haven Hospice	136 Widnes Road, Widnes	20
Halton Haven Hospice	25 High Street, Runcorn	20
Halton Haven Hospice	Unit 21 Expressway Industrial Estate, Pimlico Road, Runcorn	20
Halton Play Council	Mersey Road, Runcorn	20
Halton Voluntary Action Group Ltd	Sefton House, Public Hall Street, Runcorn	20
Halton YMCA Ltd	3 Alcock Street, Runcorn	20
Halton, Warrington & St Helens RSPCA	Animal Clinic, Windmill Street, Runcorn	20
Help The Aged	65-65A Church Street, Runcorn	20
Liverpool Housing Trust Ltd	231/233 Lockgate West, Runcorn	20
Norton Priory Museum Trust Ltd	Museum, Warrington Road, Runcorn	20
Norton Priory Museum Trust Ltd	Walled Garden, Warrington Road, Runcorn	20
Relate Cheshire & Merseyside Marriage Guidance	33A Church Street, Runcorn	20
Runcorn Frodsham & District Mencap Society	The Acorn Club, Adjacent 55 Laburnum Grove, Runcorn	20
Sandymoor Community Association	Pitts Heath Lane, Runcorn	20
St Edwards Playgroup T/A Busy Bees Pre School	62 Greenway Road, Runcorn	20
St John Ambulance in Cheshire	3 Halton Road, Runcorn	20
Trustees Of Mrs T H Browns Trust	Belvedere, Cooper Street, Runcorn	20
Trustees Of Preston Brook Village Hall	Sandy Lane, Preston Brook	20
Vicarage Lodge Pre-School Community Play Group	1A Highlands Road, Runcorn	20

Registered Charities (In Receipt of 80% Mandatory Relief) (Continued)	Hereditament Address	% Discretionary Relief Awarded
Widnes & Runcorn Cancer Support Group	21-23 Alforde Street, Widnes	20
Widnes Fellowship Centre	Kingsway, Widnes	20

Sporting Organisations	Hereditament Address	% Discretionary Relief Awarded
Birchfield Park Sports & Social Club Ltd	Birchfield Road, Widnes	100
Bridgewater Motor Boat Club	Victoria Road, Runcorn	100
Gentlemen Of Moore RUFC	Moss Lane, Moore, Warrington	100
Hale Juniors Football Club	Hale Park, Hale, Liverpool	100
Hale Recreation Association	Hale Park, Hale, Liverpool	75
Halebank Football Club	R/O 44 Blackburne Avenue, Widnes	100
Moorfield Sports & Social Club	Moorfield Road, Widnes	100
Pavillions Arena Ltd	Sandy Lane, Weston Point, Runcorn	100
Runcorn Boys Club	Boston Avenue, Runcorn	100
Runcorn Golf Club Ltd	Clifton Road, Runcorn	10
Runcorn Rowing Club	Cholmondely Road, Clifton, Runcorn	100
Runcorn Sports Club	Moughland Lane, Runcorn	100
Runcorn Subscription Bowling Club	137 Greenway Road, Runcorn	100
Runcorn War Memorial Club Ltd	York Street, Runcorn	10
St Maries ARLFC	Brentfield, Widnes	100
West Bank Boat Club	Upper Mersey Road, Widnes	100
Weston Rifle & Pistol Club	Russell Road, Runcorn	75
Widnes Cricket Club	Beaconsfield Road, Widnes	100
Widnes Golf Club	Highfield Road, Widnes	10
Widnes Recreation Club	99 Liverpool Road, Widnes	100
Widnes RUFC	Heath Road, Widnes	100

Not For Profit Organisations	Hereditament Address	% Discretionary Relief Awarded
Astmoor Community Project Ltd	Acorn Centre, Kingshead Close, Castlefields, Runcorn	100
Greater Merseyside Connexions Partnership Ltd	43 Albert Road, Widnes	100
Greater Merseyside Connexions Partnership Ltd	107 Albert Road, Widnes	100
Greater Merseyside Connexions Partnership Ltd	9 Halton Lea, Runcorn	100
Halton Community Partnership Trust Ltd	The Old Police Station, Mersey Road, Runcorn	100
Halton Leisure Community Association Ltd	Public Baths, Bridge Street, Runcorn	100
Halton Leisure Community Association Ltd	Kingsway Leisure Centre, Kingsway, Widnes	100
Halton Leisure Community Association Ltd	Brookvale Recreation Centre, Barnfield Avenue, Runcorn	100
Kingsway Bike Project	Adjacent 105 Kingsway, Widnes	100
Stewards Avenue Residents Association	2 Kipling Crescent, Widnes	100

Community Amateur Sports Clubs	Hereditament Address	% Discretionary Relief Awarded
Focus Institute Of Gymnastics	8B Block E Oldgate, Widnes	20
Halton Farnworth Hornets ARLFC	Wilmere Lane, Widnes	20

# **APPENDIX 3**

Registered Charities (In Receipt of 80% Mandatory Relief)	Hereditament Address	% Discretionary Relief Awarded
Addaction	Ashley House, Victoria Road, Widnes	Nil
Addaction	5 Alcock Street, Runcorn	Nil
Age Concern England	12 Church Street, Runcorn	Nil
All Saints C Of E School	Church Street, Runcorn	Nil
Arena Housing Association	Depot, Brookvale Avenue North, Runcorn	Nil
Arena Housing Association	Brookvale Community Centre, Northwich Road, Runcorn	Nil
Barnardos	1 Albert Square, Widnes	Nil
Barnardos	Grosvenor House, Runcorn	Nil
British Heart Foundation	31 Albert Square, Widnes	Nil
Cancer Research UK	69-71 Widnes Road	Nil
CLS Care Services Ltd	Whitchurch Way, Runcorn	Nil
Community Integrated Care Ltd	18G Oldgate, Widnes	Nil
Community Integrated Care Ltd	Old Market Court, Miners Way, Widnes	Nil
Cosmopolitan Housing Association Ltd	Halton Lodge Local Centre, Whitchurch Way, Runcorn	Nil
Cosmopolitan Housing Association Ltd	Unit 1A, Halton Lodge Local Centre, Whitchurch Way, Runcorn	Nil
Ditton C Of E Primary School	Spinney Avenue, Widnes	Nil
Farnworth C Of E Primary School	Pit Lane, Widnes	Nil
Groundwork Merseyside	Phoenix House, Spring Street, Widnes	Nil
Hale C Of E Primary School	Hesketh Road, Hale Village, Liverpool	Nil
Halton Housing Trust Ltd	35 Queens Avenue, Widnes	Nil
Halton Housing Trust Ltd	Pump Lane, Runcorn	Nil
Halton Housing Trust Ltd	R/O 17 Queens Close, Runcorn	Nil
Halton Housing Trust Ltd	62 Castle Rise, Runcorn	Nil
Halton Housing Trust Ltd	The Cottage, Grangeway, Runcorn	Nil

Registered Charities (In Receipt of 80% Mandatory Relief) (Continued)	Hereditament Address	% Discretionary Relief Awarded
Halton Housing Trust Ltd	23 Queens Avenue, Widnes	Nil
Halton Housing Trust Ltd	11 Sunningdale Avenue, Widnes	Nil
Halton Housing Trust Ltd	Green Wood Drive, Manor Park, Runcorn	Nil
Halton Housing Trust Ltd	120-124 Widnes Road, Widnes	Nil
Halton Housing Trust Ltd	114 Bancroft Road, Widnes	Nil
Halton Housing Trust Ltd	11 Queens Avenue, Widnes	Nil
Halton Housing Trust Ltd	Foundry Lane, Widnes	Nil
Halton Housing Trust Ltd	94 Russell Road, Runcorn	Nil
Halton Housing Trust Ltd	64 Castle Rise, Runcorn	Nil
Hanover Housing Association	Hanover Court, Runcorn	Nil
Help The Aged	34A Albert Square, Widnes	Nil
Holy Spirit RC Primary School	Halton Brook, Runcorn	Nil
Hope Inclusion Time Success T/A HITS	84 Grangeway, Runcorn	Nil
Liverpool Housing Trust Ltd	Store Adjacent 205 Lockgate West, Windmill Hill, Runcorn	Nil
Liverpool Housing Trust Ltd	Priory House, Northway, Runcorn	Nil
Liverpool Housing Trust Ltd	441 Eastwood, Windmill Hill, Runcorn	Nil
Milner Church Institute	108 Runcorn Road, Moore, Warrington	Nil
Our Lady Mother Of The Saviour Catholic Primary School	Lapwing Grove, Palacefields, Runcorn	Nil
Our Lady Of Perpetual Succour Catholic Primary School	Clincton View, Widnes	Nil
Rathbone Training	Grosvenor House, Runcorn	Nil
Rathbone Training	Unit 5 Queensway Trading Estate, Widnes	Nil
Red Apple Community Trust Ltd T/A TWL	Grosvenor House, Runcorn	Nil
Riverside College Halton	Cronton Lane, Widnes	Nil
Riverside College Halton	Kingsway Campus, Widnes	Nil
Riverside College Halton	37 Arkwright Road, Runcorn	Nil
Riverside College Halton	Campus Drive, Runcorn	Nil
Riverside Housing Association Ltd	Adjacent 28 Halton Brook Avenue, Runcorn	Nil

Registered Charities (In Receipt of 80% Mandatory Relief) (Continued)	Hereditament Address	% Discretionary Relief Awarded
Riverside Housing Association Ltd	Hillcrest Centre, Runcorn	Nil
Saints Peter & Paul Catholic College	Highfield Road, Widnes	Nil
Science & Technology Facilities Council	Daresbury Laboratory, Keckwick Lane, Daresbury	Nil
Scope	3 Albert Square, Widnes	Nil
SHAP Ltd	5 Queens Avenue, Widnes	Nil
Shetland Rescue (Horse & Pony Sanctuary)	Hale Village, Liverpool	Nil
St Augustines RC Primary School	Nigel Walk, Castlefields, Runcorn	Nil
St Basil's Catholic Primary School	Hough Green Road, Widnes	Nil
St Bede's RC Primary School	R/O 27 Appleton Village, Widnes	Nil
St Bede's RC Primary School	Leigh Avenue, Widnes	Nil
St Bertelines C Of E Primary School	Norton Lane, Runcorn	Nil
St Chad's Catholic High School	Grangeway, Runcorn	Nil
St Clements RC Primary School	Oxford Road, Runcorn	Nil
St Edwards RC Primary School	Wyvern Place, Runcorn	Nil
St Gerard's Catholic Primary School	Lugsdale Road, Widnes	Nil
St John Fisher RC Primary School	Castle Street, Widnes	Nil
St Martins RC Primary School	St Martins Lane, Murdishaw, Runcorn	Nil
St Marys C Of E Primary School	Pump Lane, Runcorn	Nil
St Michael's Catholic Primary School	St Michael's Road, Widnes	Nil
The Alzeimers Society	Room 11 Public Hall Properties, Runcorn	Nil
The Children's Society	70/72 Church Street, Runcorn	Nil
The Guinness Trust	3 Iveagh Close, Palacefields, Runcorn	Nil
The Social Partnership Ltd	Room 1-2 Public Hall Properties, Runcorn	Nil
University Of Liverpool	Daresbury Innovation Centre, Keckwick Lane, Daresbury	Nil
William Sutton Housing Association	265 Cherry Sutton, Widnes	Nil

# Page 12 Agenda Item 3b

**REPORT TO:** Executive Board Sub Committee

**DATE:** 5<sup>th</sup> March 2009

**REPORTING OFFICER:** Strategic Director, Corporate & Policy

SUBJECT: Corporate Security Contract

WARDS: Boroughwide

#### 1.0 PURPOSE OF THE REPORT

1.1 The purpose of the report is to notify members of the intention to go out to tender with regards procuring a new corporate security contract in line with the Council's procurement strategy. There are currently two security contracts in place, the smaller one of which will require a short extension granting in order to bring it in line with the timescales of the larger contract, as such a waiver of standing orders is requested in respect of this process.

#### 2.0 RECOMMENDATION: That

- (1) In line with procurement standing order 1.6 the Executive Sub Board waive standing orders 3.1 to 3.7 in order to allow for the Operational Director Culture & Leisure Services to grant an extension to the existing security contract with Athena Global from April 1<sup>st</sup> 2009 until such time that the new contract is in place, which is envisaged to be by June 1<sup>st</sup> 2009; and
- (2) Members note the intension to procure a new corporate security contract in line with the procurement strategy.

#### 3.0 SUPPORTING INFORMATION

- 3.1 There are currently two main security contracts in place. The larger contract which relates to buildings was procured via Property Services this expires on 31<sup>st</sup> May 2009. The current service providers for this contract are Select Security who took over the contract when they bought out Druants in November 2008. The second smaller contract which relates to parks and the operation of playing fields was procured via Leisure Services. This expires on 31<sup>st</sup> March 2009 the current service providers for this contract are Athena Global.
- 3.2 As the existing contracts expire at different times it is necessary to extend the smaller contract which expires on 31<sup>st</sup> March 2009 in order to bring it in line with the timescales of the larger contract which expires on 31<sup>st</sup> May 2009

- 3.3 The new corporate contract will bring the services currently being provided under the two separate contracts together, in addition to which it will also allow for other departments to purchase any necessary future security provision that may be required during the life of the contract.
- 3.4 It is intended to have the new contract in place for 1<sup>st</sup> June 2009. It is envisaged that the new contract will be set up for a 3 year period with the possibility of a 1 year extension subject to satisfactory performance, ensuring the maximum timeframe is 4 years, in line with EU procurement rules.
- 3.5 The likely value of the contract over the three year period will be in the region of £2.5m. Whilst this is above EU procurement thresholds, security services are except from the full EU procurement process as such the contract does not have to be advertised under an OJEU notice.
- 3.6 Athena Global have been contacted and they have agreed to continue delivering the existing services in line with their contract until such time that the new contract is in place.
- 3.7 Funding for the contract comes from a variety of sources and will be contained within existing council budgets.

#### 4.0 POLICY IMPLICATIONS

- 4.1 One of the main aims of the Council's procurement policy is "to identify and develop procurement activities, where appropriate in terms of a whole Council basis." This is a clear example of where a whole Council approach can be adopted as such the creation of a true corporate wide contract is in line with our current policy.
- 4.2 The contract will be assessed in terms of both cost and quality in order to ensure that the most economically advantageous terms are obtained again in line with the procurement strategy.

#### 5.0 OTHER IMPLICATIONS

5.1 None

#### 6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

- 6.1 Children and Young People in Halton None
- 6.2 **Employment, Learning and Skills in Halton**None
- 6.3 **A Healthy Halton**

None

### 6.4 A Safer Halton

None

### 6.5 Halton's Urban Renewal

None

## 7.0 RISK ANALYSIS

There are no key risks associated with

## 8.0 EQUALITY AND DIVERSITY ISSUES

None

# 9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

Document	Place of Inspection	Contact Officer
Procurement Strategy	Municipal Buildings	Jean Morris

# Page 15 Agenda Item 4

**REPORT TO:** Executive Board Sub Committee

**DATE:** 5 March 2009

**REPORTING OFFICER:** Strategic Director – Corporate and Policy

**SUBJECT:** Contract for the provision of a digital inclusion

pilot

WARD(S) Windmill Hill

#### 1.0 PURPOSE OF THE REPORT

1.1 To request the waiving of procurement standing orders 3.1 to 3.7 which places a requirement on the Council to tender for contracts with a value greater than £50,000 but not exceeding £1,000,000.

2.0 RECOMMENDED: That the Operational Director Policy and Performance be authorised to award the contract for the provision of a Digital Inclusion Pilot to the contractor AIMES Grid Services CIC Ltd. in the sum of £200,000 and that in light of the exceptional circumstances and in accordance with Procurement SO 1.6, Standing Orders 3.1- 3.7 and 3.10 be waived on this occasion because the requirements can only be delivered by this particular supplier in that it can provide a technical solution, can host this solution, and has successfully delivered similar projects.

#### 3.0 SUPPORTING INFORMATION

- 3.1 The Halton Strategic Partnership has approved a project to "digitally enable" around 120 households in an area with low levels of computer ownership and broadband take up. It is a pilot project to establish that it can be successfully delivered. Households will be provided with a keyboard, mouse, flat screen and lightweight computing device (known as a thin client) connected to a managed computing service hosted at a central data centre. The service provides access to standard software such as Microsoft Office as well as to the internet (which can be filtered if necessary). In the absence of existing broadband connections, a wireless connection will be provided.
- 3.2 The service to be procured will be the provision of a robust infrastructure with low running costs. The supplier will provide basic training on how to use the device, and a free connection for 12 months. Thereafter there may be a small charge (around £2 per month).

- 3.3 The partnership plans to build on this provision to develop local skills, and to provide access to local services such as Job Centre Plus through a local portal.
- Residents in our deprived areas suffer from many forms of exclusion, one of which can be lack of access to services provided over the internet. This project will address that, and also help to provide local residents with IT and other skills that may help in the job market. The pilot is to be located in part of Windmill Hill. This area has been selected because it is the most deprived area of the Borough, and is relatively isolated. The proximity to the Daresbury science facilities is also a possible future benefit.
- AIMES is a Community Interest Company. It was established by Liverpool University with funding from NWDA and ERDF. It has established similar digital inclusion schemes in St Helens, Liverpool and Wirral. It also provides commercial services, the profits from which are re-invested back into the social enterprise. The combination of social objectives, specific expertise, technical solutions and experience in similar projects is believed to be unique in this region. The company has a local employment policy and a commitment to work with local partners on engagement and training provision. It is therefore recommended that for the purposes of this pilot AIMES are engaged.
- 3.6 The contract will be for £200,000. It will provide approximately 120 households with a managed computer service, filtered internet access and access to other hosted applications, all the required equipment and connections, a user guide, and a free service for 12 months, and thereafter at a low cost.

# 4.0 BUSINESS CASE FOR WAIVING TENDERING STANDING ORDERS

- 4.1 There is no market in the provision of this service to enable value for money to be established through competition. However, AIMES will be procuring the equipment via competitive processes, for example the wireless equipment will be acquired form a supplier that was selected following an OJEU tendering process. The thin client systems will also be procured form a supplier selected competitively. Keyboards and screens will also be purchased at the best rate available in the market. Thus although the co-ordination and management will not be market tested, much of the costs relate to equipment which will procured on a competitive basis, and so there is reasonable comfort that the costs represent value for money.
- The procurement process is transparent by virtue of this report, and the availability of information via the Freedom of Information Act. The project will be subject to the Council's normal internal and external audit and scrutiny procedures.

- 4.3 To ensure propriety and security the usual integrity clauses will be built into the contract document and only staff with a need to know will have information about the contract.
- 4.4 Accountability for the project will remain with the Operational Director Policy and Performance. Progress will be scrutinised through the Corporate services Policy and Performance Board and the Halton Neighbourhood Management Board.
- 4.5 Given the social aims of this initiative this will be a Part B contract and as such is exempt from the tendering requirements of the Public Contracts Regulations 2006. However there is still a requirement to place a Contract Award Notice in OJEU within 42 days of the award of the contract (supports transparency) and all contracts including part B contracts are subject to the overarching EU Principles of transparency and non-distortion of competition.

#### 5.0 **POLICY IMPLICATIONS**

5.1 None identified.

#### 6.0 OTHER IMPLICATIONS

There are no direct implications for the Council's own budget as the project is funded from the Working Neighbourhood Fund.

### 7.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

### 7.1 Children & Young People in Halton

There are no direct implications resulting from the waiver of standing orders, but digital inclusion is important to ensure that children and young people have equal access to learning opportunities..

### 7.2 Employment, Learning & Skills in Halton

AIMES are committed to the use of local contractors and to supporting skills development for residents..

### 7.3 **A Healthy Halton**

There are no direct implications resulting from the waiver of standing orders, but the project will allow residents to access health information and opportunities for the PCT to use this as a means of delivering health advice are to be explored.

#### 7.4 A Safer Halton

There are no direct implications resulting from the waiver of standing

# Page 18

orders, but the project will allow community safety messages to be communicated subject to the commitment of partners.

#### 7.5 **Halton's Urban Renewal**

None identified.

#### 8.0 **RISK ANALYSIS**

- 8.1 This is a fairly new approach to digital inclusion and there is a risk that it will fail for technical reasons. The successful experience of AIMES in neighbouring areas mitigates this risk.
- 9.0 **EQUALITY AND DIVERSITY ISSUES**
- 9.1 There are no direct implications resulting from the waiver of standing orders but the implementation of this project will reduce inequality.

# 10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

None.

# Page 19 Agenda Item 5a

**REPORT TO:** Executive Board Sub-Committee

**DATE:** 5 March 2009

**REPORTING OFFICER:** Strategic Director, Environment

**SUBJECT:** Historic Environment Service Level

Agreement

WARDS: Boroughwide

#### 1.0 PURPOSE OF THE REPORT

1.1 The purpose of this report is to seek approval for a one-year renewal of the existing Service Level Agreement between Halton Borough Council and Cheshire County Council (and its successor authorities) in respect of Historic Environment Services.

#### 2.0 RECOMMENDATION: That

- 1) The Service Level Agreement between Halton Borough Council and Cheshire County Council (and its successor authorities) for the provision of Historic Environment Services be renewed for a period of one year only from 1<sup>st</sup> April 2009, to 31<sup>st</sup> March 2010, at a cost of £14,335.36 for the year; and
- 2) Procurement Standing Order 4.1 be waived to allow Cheshire County Council or its successor authority to supply the services within the Historic Environment Service Level Agreement without the need for competitive tender.

#### 3.0 SUPPORTING INFORMATION

- 3.1 On 14<sup>th</sup> September 2004, the Executive Board Sub Committee resolved that the Service Level Agreement (SLA) for the provision of Archaeological Services be entered into for a period of five years until March 2009. In 2004, the cost of this service was £5995 per annum, subject to an adjustment for annual inflation.
- 3.2 On 16<sup>th</sup> May 2005, the Executive Board Sub Committee resolved that the SLA be extended to include the provision of Listed Building and Conservation Area advice, with a combined annual cost of £13,523, subject to an adjustment for annual inflation. This renamed Historic Environment SLA, currently in place, expires at the end of March 2009. Hence, it is recommended that this SLA be renewed.
- 3.3 To recall the contents of the earlier reports of 14<sup>th</sup> September 2004 and 16<sup>th</sup> May 2005, there are several reasons as to why the Historic

Environment SLA is an advantageous arrangement for the Council. Firstly, the SLA represents good value for money in terms of ensuring continual and permanent access to specialist advice on the historic environment. A private sector alternative would be significantly more expensive, and the appointment of a full time member of staff with the relevant qualifications and experience would also lead to a much greater cost for the Council.

- 3.4 This report recommends that the Historic Environment SLA be renewed for a period of one year only. This is due to two factors, both of which will mean that the SLA will probably be subject to change during 2010. The first factor is that the Heritage Protection Bill may be enacted in 2010, and this would require the SLA to be revised in the light of new responsibilities for Local Authorities. Colleagues at Cheshire County Council have indicated that these new responsibilities will not prohibit the continued provision of the Historic Environment SLA, but its scope and remit will necessarily change.
- 3.5 The second factor behind the recommended that the SLA be renewed for a period of one year only is Local Government Reorganisation (LGR) in Cheshire. On 1st April 2009, some of the functions of the existing Cheshire County Council will automatically move to one of the two new Unitary Authorities: Cheshire West and Chester Council or East Cheshire Council. It is currently anticipated that the Historic Environment SLA will be delivered in Halton from the Cheshire West and Chester Unitary Authority, with accompanying advice from the new Shared Archaeology Service; however, this cannot currently be confirmed. Therefore, the preferred course of action will be to renew the SLA with Cheshire County Council for the period of April 2009 to March 2010, taking into account the automatic transfer of responsibilities of the County Council to its successor authorities from 1<sup>st</sup> April 2009. Once the new delivery authorities can be formally confirmed, the SLA can be renewed.
- 3.6 With the above in mind, a further report will be brought to Executive Board Sub Committee in late 2009, with a recommendation for the SLA to be renewed in an updated form, in line with the two factors outlined in paragraphs 3.4 and 3.5. It is anticipated that this paper will recommend that the SLA be renewed for a three or five year period, commencing on 1<sup>st</sup> April 2010.
- 3.7 For reference, attached at Appendix A is the Schedule 1 (2009) Parts A and B, which detail all of the services that would be provided within the renewed Historic Environment SLA. If the recommendation to approve the renewal of the SLA was given, the Council Solicitor and the Cheshire County Council Solicitor would formalise this Agreement and Schedule with an exchange of letters.
- 3.8 As the cost of the Historic Environment SLA exceeds £10,000, it should be noted that the Council's procedures for Standing Orders have been

complied with. In this case, the Council's Solicitor has agreed that the three written quotations for the order are not required (see Procurement Standing Order 4.1).

#### 4.0 POLICY IMPLICATIONS

- 4.1 The Historic Environment SLA is an advantageous arrangement, as it ensures that the Council is able to comply with national Government policy on archaeology, the historic environment and planning, and is also able to uphold the archaeology- and historic environment-based policies contained within the saved policies of the Halton Unitary Development Plan.
- 4.2 The specialist advice provided by way of the Historic Environment SLA is valuable in terms of progressing work on Local Development Framework documents, including Development Plan Documents (DPDs) and Supplementary Planning Documents (SPDs) and also in other conservation-based policy documents, such as Conservation Area Appraisals and Management Plans.

#### 5.0 OTHER IMPLICATIONS

5.1 The continued provision of the Historic Environment SLA necessarily cost implications for the Council. As stated in recommendation (1), the annual cost of the SLA is £14,335.36. This is considered to be good value.

#### 6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

# 6.1 **Children and Young People in Halton**

No implications envisaged.

## 6.2 Employment, Learning and Skills in Halton

No implications envisaged.

#### 6.3 **A Healthy Halton**

No implications envisaged.

#### 6.4 A Safer Halton

No implications envisaged.

#### 6.5 Halton's Urban Renewal

The provision of high quality specialist advice on the historic and archaeological environment is of significant importance to the Borough and in particular to its planning services. The Historic Environment SLA makes provision for expert advice to be given on planning applications and Local Development Framework (LDF) documentation, hence improving the Council's capabilities to deal with historic environment issues efficiently. This has an impact on the Borough's built environment, in particular parts of the Borough that are considered to

be of historic interest, for example, archaeological sites, conservation areas, ancient monuments and listed buildings, ensuring that they are suitably protected and well maintained.

#### 7.0 RISK ANALYSIS

7.1 One identifiable risk is posed by the forthcoming enactment of the Heritage Protection Bill, after which it is envisaged that extra responsibilities will be placed upon Local Authorities. However, the plan to return to the Executive Board Sub Committee in late 2009, with a new proposed SLA for April 2010 onwards, should take the above risks into account and deal with them appropriately.

## 8.0 EQUALITY AND DIVERSITY ISSUES

8.1 No implications envisaged.

Document

# 9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

Place of Inspection

**Contact Officer** 

Document	Place of inspection	Contact Officer
Service Level Agreement between Halton Borough Council and Cheshire County Council for the provision of Historic Environment Services	Legal Services, Corporate and Policy, Municipal Building	John Tully
Report to Executive Board Sub Committee of 14 <sup>th</sup> September 2004, "Continuation of Archaeology Service Level Agreement"	Planning and Policy Division, Rutland House, Halton Lea	Neil Macfarlane
Report to Executive Board Sub Committee of 16 <sup>th</sup> May 2005, "Extension of Existing Archaeology Service Level Agreement with Cheshire County Council to become Historic Environment SLA"	Planning and Policy Division, Rutland House, Halton Lea	Neil Macfarlane
Best Value Performance Indicators 2008/09,	Planning and Policy Division, Rutland	Neil Macfarlane

Communities and Local House, Halton Lea Government

### SCHEDULE 1 (2009)

A. The Historic Environment Service to be provided by the County to the Borough shall be as specified below. The County shall not enter into any commercial historic environment contract or undertake any historic environment consultancy within the Borough which might conflict with its obligations under the terms of this Agreement. Any services beyond those specified shall be subject to separate negotiation and agreement. For the avoidance of doubt all legal advice and action in relation to planning appeals and inquiries and generally shall be undertaken by the Borough.

The Service is governed by the allocation of staff time set out in Schedule 4, and directly reflects the payment set out in Schedule 5. In the event of sudden emergency (such as prolonged illness of the staff providing the Service) the County will use its best endeavours to meet this specification and, where this is not possible, will consult the Borough about the priorities which should apply during such an emergency period.

### 1. The Historic Environment Record (HER)

- 1.1 Maintenance of the Historic Environment Record and related databases.
- 1.2 Reviewing and, at the County's discretion, upgrading of the Historic Environment Record hardware and software.
- 1.3 Promotion of, and at the County's discretion, participation in, local and national projects for enhancement of the Historic Environment Record.
- 1.4 The provision of HER and related data to the Borough from time to time in a form agreed with the Borough.

#### 2. Planning policy

- 2.1 Advice on the formulation of historic environment and related policies for the Local Development Framework.
- 2.2 Guidance on historic environment policies
- 2.3 Provision of Supplementary Planning Documents, where appropriate, on historic environment issues.
- 2.4 Advice on the preparation of development briefs for major development areas.
- 2.5 Advice on historic environment legislation.
- 2.6 Attendance as expert witness at planning appeals and public inquiries.

## 3. **Development control**

- 3.1 Advice on the application of PPG15: *Planning and the Historic Environment* and PPG16: *Archaeology and Planning*,
- 3.2 Advice on the archaeological impact of :
  - planning applications, pre-application enquiries and other development proposals.
  - applications under the Countryside Stewardship Scheme, Woodland Grant Scheme and Hedgerow Regulations 1997.
  - proposed works by statutory agencies and public utilities.
- 3.3 Advice on environmental impact assessments of minerals, waste disposal, highways and other infrastructure proposals.
- 3.4 Advice on the formulation of planning conditions and mitigation measures.
- 3.5 Specification and monitoring of contracts for archaeological desk-based assessments, field evaluations, watching briefs and excavations.
- 3.6 Guidance on the adequacy of archaeological project designs and their conformity to specification.
- 3.7 Maintenance of the County Council's *List of Archaeological Contractors* and Consultants.
- 3.8 Maintenance and enforcement of the County Council's *General Conditions for Archaeological Contractors and Consultants*.
- 3.9 Advice to museums on the management of archaeological project archives.
- 3.10 Advice on listed building and conservation area applications and planning applications affecting conservation areas, including pre-application discussions.
- 3.11 Conservation and design advice for listed buildings and conservation areas
- 3.12 Enforcement advice for listed buildings and conservation areas

### 4. Grant applications

4.1 Procurement and management of external funding for archaeological projects.

- 4.2 Advice on applications to the Heritage Lottery Fund.
- 4.3 Advice on urban regeneration and derelict land reclamation schemes.

### 5. **Conservation and management**

- 5.1 Advice on the conservation, enhancement, interpretation and management of historic environment sites and remains.
- 5.2 Advice on applications for Scheduled Monument Consent.
- 5.3 Archaeological advice on management of the Borough's estate.

### 6. **Research and Intelligence**

- 6.1 Liaison with local, regional and national heritage organisations.
- 6.2 Representation of the Borough on local, regional and national archaeological committees.
- 6.3 Formulation of local and regional research agendas.
- 6.4 Provision of information to the local and wider community for the purposes of research, education, leisure and tourism.

### 7 Heritage Protection Bill

- 7.1 advice in relation to the requirements of the HPB
- 7.2 implementation of requirements pursuant to HPB
- 7.3 carrying out of requirements pursuant to HPB

- B. In providing the Historic Environment Service the County shall use its best endeavours to maintain the standards and meet the performance indicators specified below.
  - 1. Maintain the Historic Environment Record and related databases in accordance with national data standards.
  - 2. Upgrade HER hardware and software in line with national developments.
  - 3. Review the content and currency of the HER every three years.
  - 4. Review mapped HER data and reissue where appropriate to the Borough every three years.
  - 5. Provide standard HER data within 28 days of receipt of written request.
  - 6. Provide policy and conservation advice within 28 days of receipt of written request.
  - 7. Provide development control advice within 21 days of receipt of written request.
  - 8. Request further details of planning applications within 14 days of receipt of weekly planning lists.
  - 9. Prepare development control progress reports every twelve months.
  - 10. Prepare archaeological contract specifications within 21 days of receipt of written request.
  - 11. Copy archaeological contract specifications to the Borough within seven days of preparation.
  - 12. Enforce archaeological contract standards in accordance with the *Guidance and General Conditions for Archaeological Contractors and Consultants in Cheshire* and the *Codes of Conduct* and by-laws of the Institute of Field Archaeologists.
  - 13. Review *List of Archaeological Contractors and Consultants* every twelve months.
  - 14. Review Guidance and General Conditions for Archaeological Contractors and Consultants in Cheshire every twelve months.

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# Agenda Item 6a

**REPORT TO:** Executive Board Sub Committee

**DATE:** 5 March 2009

**REPORTING OFFICER:** Strategic Director – Health & Community

**SUBJECT:** Contract extension for the provision of

Community Meals

WARD(S) Borough-wide

#### 1.0 PURPOSE OF THE REPORT

- 1.1 To request the waiving of procurement standing orders 3.1 to 3.7 which places a requirement on the Council to tender for contracts with a value greater than £50,000 but not exceeding £1,000,000.
- 2.0 RECOMMENDATIONS: That in the exceptional circumstances set out below, for the purposes of standing order 1.6, procurement standing orders 3.1- 3.8 be waived in order for the existing contractual arrangements to be extended until 31<sup>st</sup> March 2010 and in order that during the period of extension the Council will complete a competitive tendering exercise for the Community Meals Service.

#### 3.0 SUPPORTING INFORMATION

- 3.1 The current community meals contract has been in operation for 3 years following a re tendering process that took place in 2006; and is due to end on 31<sup>st</sup> March 2009.
- 3.2 The service provides an average of 58,000 hot meals and 17,628 teatime packs to residents across the Borough on an annual basis. The cost of providing a hot meal is currently £4.50 per meal (Includes transport, administration and food costs). A continued overall reduction in the costs of a meal is to some extent dependent on the continued development and expansion of alternative service options, with an overall aim of ensuring this service is cost neutral i.e. no subsidy required from the Council.
- 3.3 Feedback from people using this service is good and the current service is performing well. This report seeks approval to extend the existing contractual arrangements until 31<sup>st</sup> March 2010 and to commence a competitive tendering exercise for this service in September 2009, with a view to awarding a new contract from April 2010.
- 3.4 The new specification for the provision of meals will require the meals provider to continue to use the in house Council transport

service for the delivery of meals.

- 3.5 The proposed tender process will enable the Council to update the service specification to include clearer outcomes and targets. In addition it is proposed that the specification will include an ongoing requirement for provider to develop the service in partnership with the Council and service users to ensure that it continually provides a service that meets peoples identified needs and preferences.
- In order to focus on providing additional supported employment placements to people and to underpin the Council's commitment to assisting people to access paid work, potential providers will also be asked to commit to the Councils supported employment policy.
- 3.7 It is proposed that the new contract will last for a period of 3 years and will offer an option to extend beyond that for a further 2 years, subject to specified outcomes being delivered and specified targets being met.

#### 4.0 BUSINESS CASE SUPPORTING THE PROPOSAL TO WAIVE

### 4.1 Value for money

4.1.1 The current service is viewed as offering value for money in that the unit cost is comparable to that with our CIPFA comparator authorities and the service is of a good quality.

However, by undertaking a competitive tendering exercise in 2009 the authority will be retesting the market to ensure continued value for money.

### 4.2 Transparency

4.2.1 The quality of the service will continue to be reviewed by the Operational Director for Older People and the proposed tender process will be open to public scrutiny under the freedom of information and Local Government acts. The process will also be subject to scrutiny by internal audit.

### 4.3 **Propriety and Security**

4.3.1 The usual anti-corruption integrity clauses are built into the contract document and only staff with a need to know will have information about the contract.

#### 4.4 **Accountability**

4.4.1 Accountability for the report and recommendations would remain with the relevant Operation Director. The decision is a matter for the Sub-Committee but would appear to be consistent with the Council public stewardship duties in relation to use of resources. The process and paperwork is open to the annual audit process, internal

audit and access by other regulatory and enforcement bodies.

# 4.5 Position of the contract under the Public Contract Regulations 2006

4.5.1 As this is for care services (Health and Social Care services) this contract is largely exempt from the 2006 Regulations so there is no need to advertise for expressions of interest in the official Journal. However, it is necessary to advertise the award of contract within 48 days of the date of the award.

#### 5.0 POLICY IMPLICATIONS

5.1 None identified.

#### 6.0 FINANCIAL IMPLICATIONS

6.1 The estimated cost of the 12-month extension to the existing service is £156,948 as below:-

**Current & Extension Costings** 

Concin a	EXICIISION CO	<u> </u>		
			2008/09	
	Est. No	Food	<b>Est Yearly</b>	
	Delivered	Cost Per	Food	2009/10
	Per Year	Meal	Cost	Extension
Meal				
Packs	58,000	2.64	153,120	156,948

Following a tender exercise, the estimated contract value over 5 years (3 years with an option to extend by 2 years) is £845,595 broken down as follows:-

#### **Proposed 5 Year**

### Contract

Year 1	Year 2	Year 3	Year 4	Year 5	Total
160,872	164,893	169,016	173,241	177,572	845,595

Note - each year includes an estimated 2.5% increase

#### 7.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

### 7.1 Children & Young People in Halton

None identified.

## 7.2 Employment, Learning & Skills in Halton

There will be an expectation that the successful provider will be required to commit to the Councils supported employment policy.

### 7.3 **A Healthy Halton**

Promotion of healthy eating through the delivery of a healthy meals service that meets dietary and nutritional requirements.

#### 7.4 A Safer Halton

The use of the Council's transport service to deliver meals means that people will feel safe to open their doors or to allow drivers to access their key safe codes to gain entrance to their homes.

#### 7.5 Halton's Urban Renewal

None identified.

### 8.0 RISK ANALYSIS

8.1 The Community Meals service has a business continuity plan. The new contract requires the successful provider to assist in any emergency planning response that the Council has to undertake.

#### 9.0 EQUALITY AND DIVERSITY ISSUES

9.1 None identified.

# 10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

None.

## THE SERVICE SPECIFICATION

SUPPORT SERVICE NAME	Community Meals Service
SUPPORT SERVICE REFERENCE	

1.	SERVICE REQUIREMENT
1.1	The Contract is to provide a Community Meals Service across the Borough, including the provision and regeneration of individual and multi portion meals and cold tea packs
1.2	The successful Provider(s) will be pro-active in continually improving the nature of the service, working in partnership with people who use the service and the Council, to consider innovative ways of improving and developing the service whilst taking efficiency, service delivery and the need to reduce costs into account.
1.3	The Service Provider shall be able to demonstrate their experience and knowledge of regeneration and/or the provision of multi portion meals including dessert (or starter) and as well as cold tea packs based on principles and values stated in this specification.
1.4	The Contract(s) will be for a minimum period of three years with the Council retaining an option to extend it for a further two years if the outcomes specified in Section 2.4 are deemed to have been met by both the people who use the service and the Council
2.	SERVICE DELIVERY
2.1	Suitably qualified and experienced Service Providers are invited to tender for provision of the <b>whole or part</b> of the service incorporating: -
	Provision and Regeneration of individual meals and desserts at either a location to be leased from the Council or, a location in Halton that is owned or leased by the provider from another 3 <sup>rd</sup> party.
	Provision and Regeneration of multi portion meals for delivery to Day Centres_and/or Luncheon Clubs.
	Provision of Individual Tea Packs for delivery to individual service users.
	Administration to manage the service including taking all calls (24/7)
	related to cancellations and other requirements for meals and teas fro individual service users and/or their relatives etc and from Day Centres and respond to them appropriately.

To contact the service user before service commences and ascertain their meal and tea choices before the first meal is delivered to them.

To work with the Council on the annual consultation process so that meaningful data is gathered to inform service satisfaction and work with the Council to further develop the Service

To keep statistical information on the meals and teas as required by the Council.

<u>Invoicing</u> to invoice individuals directly for meals and teas on a 28-day basis in accordance with the Council's four weekly invoicing schedule.

<u>Service Development</u> the provider must be willing to work with the Council to develop the service further including looking at the provision of meals to day and community centres in the Halton Borough. The Provider must also be willing to work with the Council to develop the 'choice' aspect (i.e. individual choice of menu) of the individual meals provided to service users.

## 2.2(1) | Meal Content

A single meal shall provide a minimum of one third of an adult's daily nutritional requirement. The meals provided will reflect the dietary recommendations of the Advisory Body for Social Services Catering.

A copy of the guidelines used in the production of the meals should be included in the tender documentation.

All meals and desserts must be free of genetically engineered products.

#### Menu Range

2.2(2)

The Service Provider will be expected to incorporate a varied choice of meals and desserts, which are popular and reflect the tastes, culture and local preferences and needs of the service user group.

Sample menus based on the current five week variety hot multi portion meals menu, the current five week service users individual menu choice and the current five week cold tea menu showing that healthy eating options are offered will be sent to the Council for review by the Divisional Manager, Business Support on a two monthly basis.

The Service Provider(s) should include details of the portion size and weight for all items included on the proposed menu.

The Service Provider(s) will be expected to supply appropriate menu items for special occasions e.g.: Religious/festive occasions.

Changes or variations to the proposed menu during the period of the Contract must be authorised by Council's Contracts Section.

The Service Provider(s) will be required to cater for people with special dietary needs which will include: -

- low fat
- soft diet
- low fibre
- low carbohydrate
- high protein / high energy
- low salt
- low potassium
- gluten free
- free from
- diabetic
- renal diet
- vegetarian or vegan
- ethnic including Halal, Asian, Afro-Caribbean and Kosher.

The Service Provider(s) will ensure that it has a comprehensive range of foods to cater for most tastes, there being a minimum choice of 45 main courses and 45 desserts including a minimum of 10 cold sweets (such numbers not to include specialist meals), to provide a varied menu. A wide and varied selection will be included in specialist meals and sweets in order to offer a good choice to Service Users requiring special diet meals and desserts. The menu will be agreed with the Council from the choice provided. The Service Provider may offer a wider range of meals and desserts if preferred.

The provision will be for 52 weeks of the year and the Service Provider will have a responsibility to ensure adequate supplies are available for all aspects of the service and will also meet extended holiday periods.

The Community Meals Service currently operates a 5 weekly rolling menu cycle for individual and multi portion meals and cold teas.

The Service Provider(s) will be expected to revise the variety and choice of meals and desserts menu every 6 months to incorporate seasonal variations and information received in relation to service user surveys and feedback.

## 2.2(3) Packaging

Meals will be provided in multi compartmental containers (minimum of 2 compartments), which are intact, properly sealed and not damaged in any way. Desserts may be packaged in single compartment containers.

Each individual service users meal shall be assembled in suitable

containers for delivery to the service user.

All food products will be packaged and wrapped sufficiently to protect them from damage and contamination during all processes of preparation, storage and transportation. Where a supplier has recommended a particular storage method, it shall be adhered by the regeneration Service Provider.

All packaging in contact with food is to comply with all relevant European and National legislation in force on materials and articles in contact with food. Consideration must specifically be given in respect of the type of food in contact, duration of contact and anticipated temperatures when used as directed.

Wrappings and packaging must not provide a source of contamination and be in compliance with Regulation (EC) 852/2004, Annex II, and Chapter X.

All produce shall be delivered in suitable containers and where it is necessary to split normal packs for smaller quantities these shall be properly and carefully packed. Damaged or broken packaging of food shall not be accepted.

The full range of meals offered for the individual meals service must be suitably packed to be regenerated in a traditional gas/electric oven or microwave where applicable. If products suitable for regeneration in the oven can be used in the microwave with appropriate 'sleeves'/'domes' then the Service Provider should clearly identify this in their proposals and incorporate into the pricing document the cost of supplying the same.

All the information required to be given under the Food Labelling Regulation 1996, as amended, together with the batch and factory code shall be stated. Food and ingredients bearing a minimum durability date ("best before" or "use by" date) shall not be supplied beyond the specific relevant date for the product in question.

- 2.3 The aim is to provide a good quality Community Meals Service that delivers the outcomes specified in section 2.3.
- 2.4 The outcomes that are sought from the service are that:
  - a) people are enabled to live as ordinary a life as possible;
  - b) people have a say in how they live their lives and the services they need to help them to do so;
  - c) people receive the right amount and type of care and support to achieve maximum possible independence;
  - d) people have a choice about what they want to eat and when peoples independence is promoted;

- e) peoples dignity is promoted and they are treated with respect;
- f) people will have access to a "ready meal", delivery service;
- g) 80% of people will register annually that they are happy with the service provided, by means of an annual survey.
- h) people's comments are listened to and contributed to future development of the service;
- i) people are safe in their homes as Driver's reports of no contacts and concerns will be referred to the appropriate person(s) in order that help can be given if necessary;
- j) people will have their nutritional needs met and be offered healthy meals:
- k) Meals delivery staff will be clearly identifiable so that recipients feel safe to answer their doors and/or allow drivers into their home;
- people will be able to state their dietary needs and have them met;
- m) cares are supported by being able to access meals for the person they care for when they need to;
- at least one meal tasting session and development day will be held with service users and operational staff per annum to ascertain development ideas for the service;
- o) results of all surveys and consultations will be published to both participants and the Council;
- p) people are offered a 24/7 central point of contact to amend their orders for food. (Our of hours Service is currently offered by the Council's Contact Centre);
- q) carers will register that the people they care for are able to access meals when required, based on a sample survey of carers:
- r) meals recipients will be surveyed annually to test user satisfaction with the meals provided. The survey form will be approved by the Council prior to being sent for completion and analysis. The survey will demonstrate that people were able to choose meals that met their dietary and cultural needs
- 2.5 The prospective Service Provider should clearly and separately identify the unit costs in providing the service outlined.

The successful Service Provider (s) will be referred to as the Service Provider(s) in the following sections of this document.

The Council is unable to predict at this stage the actual number of meals likely to be purchased either annually or on a daily basis, as this is a demand led service and changes are dependant on the needs of individual service users and Day Centres.

The Community Meals Service to be provided encompasses the whole area of Halton Borough on a seven day a week service including all Bank Holidays.

The majority of current tea pack service users also have a main hot meal.

The Community Meals Service currently provides a hot multi portion meal service to one Day Centre, six days a week, for a maximum of 20 service users per day, and a multi drop of approximately 3 individual meals to one Day Centre five days a week. These Services are currently being developed and is expected to be expanded. A further one Centre at least is likely to commence early in the year 2009.

The levels and extent of the service to be provided within this Contract are dependent on budget decisions for the current and subsequent years of the Contract period which have yet to be made, and which themselves depend on a number of factors such as levels of Government grants and spending priorities to be determined within the Authority.

The Council reserves the right to reflect changes in the demand for services by amendment or variation of the level of service required under the Contract without compensation to the Service Provider(s).

The Service Provider(s) will work alongside and negotiate with the Council to develop and expand the Community Meals Service if requested to do so by the Council.

No attempt shall be made to qualify contract or requirements other than where the tender document calls for additional service information.

## 3. Standards, codes of practice, policies and procedures for support service provision.

The Service Provider(s) shall conform to the following guidelines contained within The Department of Health "Chilled and Frozen Food Guidelines on Cook-Chill/Cook-Freeze Catering Systems 1989" and the "Industry Guide to Good Hygiene Practice"

The Service Provider(s) shall also conform to any additional legislation in connection with this type and style of service and any additional guidelines produced by the Institute of Chartered Environmental Health Officer.

The Service Provider(s) will ensure that the production of all meals conform to all current appropriate legislation and shall provide the Council upon request, copies of Environment Health Officers Report relating to their product or premises.

#### 3.2 <u>Labelling</u>

All labelling must comply with the Food Labelling Regulations 1996 and/or any subsequent legislation and amendments.

All meals will have, as a minimum, the name of the meal and the ingredients.

All meal containers must include a list of ingredients including quantitive ingredient declarations.

All meal containers must indicate the presence of any allergenic ingredients or potential cross contamination with allergenic ingredients.

All meal containers must declare a production date and best before/use by date as appropriate

All meal containers must indicate the appropriate storage conditions and instructions for use, including reheat instructions.

Any food making a nutritional claim, e.g. low fat, low calorie, high fibre etc, will require compulsory nutritional information

All meal containers will have the name of the meal and should clearly identify the specific diet they are intended for where relevant e.g. diabetic, low fat etc.

The majority of service users who receive the Community Meals Service are elderly and as a consequence may have visual impairments or difficulty in opening packs that meals are contained within. Instructions must be in large enough print to enable all service users to read them and packs should be able to be opened easily

The Service Provider(s) must ensure that where clear instructions will not fit onto the lid, an information leaflet is produced and issued to all existing and potential new service users at commencement of service by the Service Provider(s).

The potential Service Provider(s) will be required to submit examples of the items listed above with their tender submission.

#### Storage, Ordering and Delivery of Meals.

The Service Provider(s) must hold a sufficient quantity of meals to support the requirements of the individual meals service.

All storage prior to delivery to the service user must meet all current legislation temperature control recommendations.

The Service Provider(s) will maintain accurate and detailed records of their meal storage and delivery monitoring procedures, which may be inspected by the Council's Authorised Officer. The supplying Service Provider will ensure that delivery is provided in an appropriate vehicle and ensure products reach the regeneration point within current recommended temperature legislation. Any vehicle used must have a temperature monitoring system, which will be made available for inspection by the Council's Authorised Officer.

Any vehicles used must be road worthy, comply with all relevant legislation, be clean and well maintained and not be used for the transportation of animals, dangerous chemicals or other unhygienic matters. All meals must be transported in a container that provides protection from contamination. Alternative transport arrangements must be supplied in the event of a breakdown.

On commencement of the Contract(s) the Council's Authorised Officer will provide an initial up to date statement regarding numbers of current service users giving maximum weekly numbers of expected meals, any dietary requirements and any other relevant information.

For all subsequent deliveries the Service Provider(s) will be required to implement an ordering system in consultation with the Divisional Manager, Business Support and any requirements of the Council's policies and standing orders.

The Service Provider responsible for regeneration will be required to monitor and record on a daily basis the meals supplied to service users. Records of meals supplied to service users requiring special diet foods will be indicated separately.

The Service Provider for regeneration will have meals packed in suitable containers and ready for delivery agents at a time agreed with the Council, service users and providers. . Any variance to this during the course of the Contract will be discussed and agreed by all parties. These containers remain the property of the Service Provider for Regeneration.

There may also be occasions whereby the Service Provider(s) will be required to react to emergency situations regarding the provision of meals. Instructions will be issued by the Divisional Manager, Service Support or the Council's Emergency Planning Officer. This provision may be required outside normal working hours and/or at weekend. Reimbursement of the proper and reasonable costs incurred by the Service Provider(s) for this provision will be made upon receipt of an invoice to the Council for the Service Provider(s)

The Service Provider(s) is responsible for ensuring that all staff practice and are experienced and knowledgeable in existing Hygiene and Health & Safety legislation.

The regeneration Service Providers daily kitchen staff must be issued

with some form of communication to the Council's Contact Centre and the driver of the vehicle transporting meals to service users so that action be taken in an emergency situation. If the provider is successful in being awarded the administration of the meals service, then communication links with the provider's administration service will be required so that daily amendments to meal requirements during the shift can be notified.

Any information regarding meal provision to the service user received by the Service Provider(s) either from the delivery agent or from any other source, will be communicated to the within an appropriate time scale. If this information concerns the well being of the individual service user this information will be communicated immediately to the.

The Service Provider(s) will need to have an auditable procedure in place to produce a service return/invoice detailing the numbers of meals, teatime packs and multi portion meals provided each day to each service user and establishment. If the provider is awarded the administration of the service they will use this information to invoice the service user for the meals deliveries made to them during a four weekly time period. Invoices for meal deliveries will be issued to service users two weeks in arrears after the end of the four weekly time periods. Copies of the four weekly services return information will be set to the Council and used to check the meals income transferred to the Council by the provider on a four weekly basis.

If the provider administers the service non payment of invoices by service users within four weeks of issue will be followed up by the provider twice both in writing and by telephone to the service user. If the service user continues to fail to pay their invoice then arrangements should be made for subsequent invoices to be raised directly to the service user by the Council and for the Council to pursue the outstanding debt. Failure to transfer the debt to the Council within nine weeks of initial non-payment will result in the debt being written off and the debt amount being forfeited by the provider. Following transfer of the debt the Council will be responsible for invoicing the service user for meals provided, based on the service return information that the provider gives about the number of meals delivered in each four weekly time period to the service user.

The regeneration Service Provider must inform the Council's Contact Centre immediately, when contacted direct by the service user to request any of the following alterations to service delivery:

- (i) cancellation of the service by the service user;
- (ii) resumption of the service after a period of suspension.

So that this information can be logged by operational service teams and/or acted upon by operational service teams.

#### Record Keeping

The Service Provider(s) will submit to the Council's Authorised Officer or their representative a four weekly return detailing

- (a) The number of special dietary requirements.
- (b) The number of teatime packs provided and the number delivered to service users.
- (c) The number of multi portion meals regenerated.
- (d) The number of meals regenerated
- (e) The number of meals delivered

This information to include Care First ID numbers, name address and postcode.

The Service Provider(s) will be required to keep all records according to current UK and European Health & Safety and Food Hygiene regulations and will be required to produce these to the Council's Authorised Officer if asked to do so.

#### Preparation and Production.

The Service Provider(s) is not restricted to using conventional production methods. However the Service Provider(s) will, at all times, be responsible for ensuring that correct temperature controls are maintained throughout the procedures and that all facilities and processes fully comply with all relevant UK and European food hygiene regulations.

The Service Provider(s) should include with their tender submission details of their Hazard Analysis Critical Control Points (HACCP) systems. This should also include their Business Contingencies.

The Service Provider(s) shall keep appropriate records of the production phases of their activity within current legislation, and these records shall be made available to the Council upon request.

The Service Provider(s) may purchase meals from a specialised supplier; the product must comply with the specification in terms of quality and quantity and with all current appropriate legislation.

The Service Provider(s) must demonstrate practices and procedures, which monitor and check the weight and portion size of the meals

At all stages of preparation and storage, the Service Provider(s) will comply with all legislative recommended temperatures. Air temperatures at production sites and bulk holding facilities must be monitored and alarmed to warn of unacceptable rises in temperatures.

A production identification code must clearly state the date of

manufacture and the use by/best before date.

Frozen foods can be stored again following distribution to either the service user or bulk delivery locations provided that:

- (i) none of the food has thawed and the food temperature, has at no time, risen above -12° c and that the food temperature can be quickly reduced to -18° c;
- (ii) there is a minimum of 6 weeks shelf life remaining on the delivered meal.

#### Raw Materials and Ingredients

The Council reserves the right to prohibit any foodstuffs, which it shall consider contains anything that may be detrimental to the health and well being of the service users and of the elderly in particular.

Raw materials and ingredients must as a minimum, comply with all legislation relevant to them. No raw materials or ingredients shall be accepted by the Service Provider(s) if they are known or might reasonably be expected to be so contaminated with parasites, pathogenic micro-organisms, or toxic, decomposed or foreign substances, that after normal sorting and/or preparatory of processing procedures hygienically applied by food businesses, they would still be unfit for human consumption.

Raw materials and ingredients stored by the Service Provider(s) shall be kept in appropriate conditions designed to prevent harmful deterioration and to protect them from contamination.

Raw Materials and Ingredients supplied under contract must be free from disease, discoloration, bruising, dirt, grit, mould, damage by pests or other causes and shall be safe, wholesome and suitable for consumption by the persons for whom they are provided.

All food products provided will be free from artificial additives where possible. It will be at the discretion of the Council as to the acceptability of the product. The use of E102, E104, E110, E122, E124 and E129 are prohibited, as is E621 Monosodium Glutamate.

Textured Vegetable Protein or similar protein extenders shall not be permitted as extenders in meat, sausage meat and fish recipes, or sausage meat, meat and fish products "bought in" or as an ingredient in recipes suitable for non-meat eating service users, without the prior approval of the Council's Authorised Officer.

T.V.P. or Soya flour will not be permitted as a meat extender for meat dishes or meat products without the prior approval of the Council.

The Council shall not permit the Service Provider(s) to supply any foodstuffs supplied under this Contract, which have been subject to the process of irradiation. The Service Provider(s) shall ensure that all food products do not contain Genetically Modified products. The use of any genetically modified organism or ingredient derived from any genetically modified organism in any foodstuffs supplied will not be permitted. The Service Provider(s) will follow all recommendations of the Advisory Body for Social Services Catering regarding all matters of cleaning and hygiene. 3.3 The Service Provider(s) shall also conform to any additional legislation in connection with this type and style of service and any additional guidelines produced by the Institute of Chartered Environmental Health Officers. 3.4 The Council will monitor the quality of the Service against these standards as part of their contract monitoring process. The Council's Supporting People and Contracts Team will undertake a minimum of one contract-monitoring visit per year. The Service Provider(s) will ensure that the production of all meals conform to all current appropriate legislation and shall provide the Council upon request copies of Environment Health Officers reports relating to their product or premises. 3.5 The Service Provider shall ensure that the following key service principles are adhered to. These key principles underpin how support should be delivered; an individualised service the promotion of social inclusion • the promotion of good physical health a skilled and effective staff team In addition, the Service shall be: -Reliable - Service Users must be able to depend on the Service. The Service shall deliver as agreed and not be changed, withdrawn or discontinued without consultation and without warning. • Flexible - The Service shall be capable of responding to individual Service Users and their changing needs. This will be evidenced in the Support Plans. Consistent - Service Users will have access to a consistent staff group who are aware of their needs and with whom they can form trusting relationships.

<u>Co-ordinated</u> - Service shall be co-ordinated within and between all Providers, Service Users and the Council (Where applicable).

The purpose of this statement is to protect the service user. In providing services for the Enabling Authority all Service Providers will be expected to maintain high standards of behaviour and performance in carrying out their duties.

- In addition to any other requirement of any other clause in this contract, the Service Provider must produce, in written format to the satisfaction of the Council:
  - accurate records of complaints and how they have been resolved.
  - clear guidance for all staff on safety precautions to be taken following assessment of risk. This shall include written procedures on Fire Prevention, First Aid, Safe Use of Electricity, Food Safety and Hygiene, control of infection and reporting of Infectious Diseases, and the Reporting of Injuries, Accidents and Dangerous Occurrences.
  - procedures for dealing with allegations of abuse or exploitations, which will include independent involvement, where the alleged perpetrator is, or was at the time of the alleged incident, a member of staff. These procedures will fully follow the Council's Protection of Vulnerable Adults Policy.
  - a policy relating to the transmission of blood-borne viruses such as HIV and Hepatitis B, and how to prevent from needle-stick injuries if applicable to your service.

All Service Providers will demonstrate the following at all times: -

- that they and their employees will understand the nature and purpose of the service which they are providing;
- that they and their employees are providing a service in the manner consistent with the Enabling Authority's policy statement and this specification;
- that the specification of service will be maintained;
- that they are operating working practices which comply with current employment legislation, current health and safety at work legislation and other relevant legislation which is designed to regulate their conduct.
- 3.7 The Enabling Authority requires the provision of a Community Meals Service for individuals within the Halton Borough Council where assessment establishes such a need.
- In relation to the bulk delivery supplying the Service Provider, the Service Provider will calculate the number of meals that need to be delivered each day taking into account the referrals for new services they receive on a daily basis and the notification of cancellations and service re-starts from service users. The Service Provider will agree

	with the supplier a nominated location for the bulk delivery for regeneration. Referrals for meals to be provided to new service users must be dealt with within twenty-four hours on a daily basis so that people who need meals are provided with them. Changes (cancellations) to daily requirements may be made up until an agreed time, currently 10.00am and (additions), currently 11.15am.  In relation to the provision of the administration of the meals service outlined in Section 2 of the specifications, the Service Provider will monitor calls for meals and teas cancellations and re-starts and will record the actual number of meals and teas delivered to each service user and Day Centre.  In relation to the provision of the administration of the meals service outlined in Section 2 of the specifications, the Service Provider will deal with calls from drivers with regard to no contacts and concerns.
3.9	It should be noted that compliance with this Contract requires that the recommendations of the Advisory Body for Social Services Catering be followed and that cognisance of guidance contained in such reports as the Committee on Medical Aspects of Food and Nutrition Policy (COMA) report on Nutrition of the Elderly and any reports by the Scientific Advisory Committee on Nutrition (SACN) are taken into account.
3.10	The Service Provider(s) shall ensure that the service they provide conforms to all current Department of Health legislation (or European equivalent) for example,
	Regulation No. 178/2002 applied by Regulation 4 of the General Food Regulations 2004
	Regulation No. 852/2004 applied by Regulation 17(1) of the Food Hygiene (England) Regulations 2006
	Genetically Modified Food Regulations 2004
	Genetically Modified Organisms (Traceability and Labelling) Regulations 2004
4.	Quality Assurance
4.1	The Service Provider(s) shall operate a Quality Assurance system in the provision of the service. The outcomes that people who use the service are detailed in Section 2.3 and targets are specified in Section 2.4
4.2	The Quality Assurance system of the Service Provider(s) shall provide the procedures in respect of setting and documentation of standards, provision for monitoring and assessing the system, implementation of improvement and availability for external assessment and evaluation.

#### **APPENDIX 1**

4.3	The Provider shall maintain a product sampling procedure to inspect, taste and analyse meals and record findings.
4.4	The Provider must allow access at all times to the Council's Authorised Officer(s) to all premises and facilities.
4.5	Requirements for Equipment
	The new Provider will be responsible for the moving of all existing equipment from the existing kitchens at their own expense.
	All articles, fittings and equipment with which food comes into contact shall be kept in good order, repair and condition as to minimise any risk of contamination of food.
	With the exception of non-returnable containers and packing, all articles, fittings and equipment with which food comes into contact shall be so constructed and of such materials to enable them to be kept thoroughly cleaned and if necessary disinfected, sufficient for the purposes intended.
	All articles, fittings and equipment with which food comes into contact shall be installed in such a manner as to allow adequate cleaning of the surrounding area.
	The Service Provider(s) shall provide all equipment and materials necessary for the provision of the service
	The Provider shall maintain and replace any faulty equipment and provide insurance/tax/licence for equipment, where necessary.
5.	Food Safety
5.1	All food which is handled, stored, packaged, displayed and transported, shall be protected against any contamination likely to render the food unfit for human consumption, injurious to health or contaminated in such a way that it would be unreasonable to expect it to be consumed in that state. In particular, food must be so placed and/or protected as to minimise any rise of contamination.
	Adequate procedures must be in place to ensure pests are controlled.
	Hazardous and/or inedible substances, including animal feedstuffs, shall be adequately labelled and stored in separate and secure containers.
	The Council supports animal welfare legislation and the Service Provider(s) must supply products that are sourced from animals that have been reared and fed in accordance with animal welfare legislation.
	The Service Provider(s) shall comply with the General Food

Regulations 2004 and the Food Hygiene Regulations 2006

The Council is actively encouraging the introduction of Environmentally Friendly Products. In the case of catering products this policy could apply to the packaging element of catering products as well as the contents.

The Council shall seek guidance from the Service Provider(s) as to their intentions regarding implementing or otherwise the procedures for ENISO140001/EMAS (Eco-management and Audit Scheme).

The Service Provider(s) will consider the environmental impact of food miles travelled by the food and will try to keep this to a practical minimum. The Service Provider(s) will consider the environmental impact of vehicles making deliveries of the meals and will minimise such impact by efficient route planning.

Under no circumstances whatsoever shall partly defrosted products be re-frozen with the intention of supplying the same for delivery at a later date.

#### 5 . Health and Safety

- 5.1 The Provider will comply with the Statutory requirements of the Health and Safety Act 1974, and any subsequent amendments.
- 5.2 Control of Substances Hazardous to Health Regulations 2002 (COSHH)

In accordance with the above legislation, the Council seeks to control the exposure of persons in the workplace to substances that are hazardous to health.

Hazardous substances are defined as being any substance (including any preparation) which creates a hazard to the health of any person" and includes: -

- (a) any substance included on the approved list as dangerous for supply within the meaning of the classification, chemical Handling and Packaging Regulations 2002 and for which the classification is very toxic, toxic, harmful, corrosive or irritant;
- (b) any substance for which the maximum exposure limit or any exposure standard has been approved;
- (c) any other substance although not listed which exhibits the same harmful characteristics;
- (d) a human pathogen
- (e) dust of any kind when present at a substantial concentration in the air
- it is a pre-requisite of any dealing with the Council that any substances offered or supplied, or used in conjunction with services provided that could be a hazard to health, be identified;

#### **APPENDIX 1**

	(g) it is a requirement for all products requiring a COSHH data sheet under the Control of Substances Hazardous to Health Regulations 1988, to be attached to the tender documents and returned by the closing date for the receipt of tenders;
	The Service Provider(s) must ensure that the Council is advised of any changes made to products during the Contract period, e.g. changes to Health and Safety advice, produce formulation or container labelling.
5.3	The Provider shall provide Risk Assessments, which are regularly updated either through changes in legislation, operation or specific tasks.
6.	Staff and Support Details
6.1	The Service Provider(s) will employ sufficient professional, technical, ancillary and other staff to enable it to carry out the Service stated within the Contract. All staff employed by the Service Provider(s) will be qualified to at a minimum Level 2 award in food safety and catering, trained, skilled and competent. The Providers Manager must have as a minimum, Intermediate Level in Food Hygiene.
6.2	<ul> <li>The support that is provided by the Service should be of the highest possible standard. The Service should be able to evidence the following criteria for its staff members:</li> <li>Two references should be undertaken <u>before</u> employment commences. One must be from the most recent employer. All gaps in Employment must be fully checked.</li> <li>Enhanced CRB checks (During Autumn 2008, the new Independent Safeguarding Authority (formerly the Vetting and Barring Scheme) will be implemented for regulated services. The CRB Disclosures policy will be revised next year to incorporate any changes required.)</li> <li>An Induction undertaken</li> <li>Supervision is recorded and undertaken according to the Organisation's policy (minimum of 4 times a year).</li> <li>Application Form/Person Specification form</li> <li>Training is undertaken that matches the service and to the Service Users needs.</li> </ul>
6.3	A staffing structure of the organisation, describing managerial relationships and accountabilities and how information is effectively communicated throughout the organisation must be provided.
6.4	Service Users will have access to a consistent staff group who are aware of their needs and with whom they can form trusting relationships.
6.5	The Provider should ensure that the managers and staff attend HBC Focus groups, SP Forums, Provider groups and other information

### **APPENDIX 1**

	sharing groups where examples of good practices are discussed.
6.6	The Service Provider(s) will employ sufficient professional, technical, ancillary and other staff to enable it to carry out the service. All staff employed by the Service Provider(s) will be suitably qualified, trained, skilled and competent. All staff employed by the Service Provider(s) shall have written terms and conditions of employment and job description.
	The Service Provider(s) shall employ sufficient qualified and trained reserve staff to meet holiday, sickness and other absences.
	The Service Provider(s) will ensure that employees have access to a programme of development and training. The Service Provider(s) shall have an identified, written training policy, which demonstrates a commitment to support training opportunities and the maintenance of professional knowledge and competence.
	The Service Provider(s) will adopt and implement an equal opportunities policy in respect of all the persons employed by them.
6.7	The Service Provider(s) shall ensure that food handlers engaged in the provision of the service are supervised instructed and trained in food hygiene matters commensurate with their work activities.
	The Service Provider(s) shall ensure that food handlers engaged in the provision of the service are trained in accordance with current legislation and any necessary certificates of qualifications will be available for inspection by the Council.
6.8	If deliveries form part of the tender we need this clause about wearing company uniform, photographic identification carried on the person at all times with a contact number for verification. Sealed tamper proof.
6.8	The organisation should ensure they comply with the recruitment guidelines contained in the Immigration, Asylum and Nationality Act 2006 and the Home Office Border and Immigration Agency Prevention of Illegal Working Guidance for Employers (Feb 2008).
6.9	The organisation must notify the Council of any improper conduct of any of its staff, the manager or contracted provider of the service related to any part of this Contract. Where such conduct is of a criminal nature the provider is also responsible for informing the Police. Failure to do so will be considered a breach of the Contract and may result in termination.
6.10	Halton Borough Council has a responsibility to monitor the employment practices of the Provider. If it is found that practices are unacceptable then this will constitute a breach of Contract and may be considered grounds for termination of the Contract.
6.11	The organisation must demonstrate that they are following safer

	recruitment practices, and must ensure that they robustly examine the competence, experience, qualifications and attitudes of potential staff. The organisation <b>must not</b> employ staff without obtaining verifiable proof of identity.
6.12	Organisations need to be mindful of the provisions of The Safeguarding of Vulnerable Groups Act 2006. This provides the legislative framework to introduce a new scheme based on two barred lists  • A list of people barred from working with children (replacing List 99, POCA and disqualification orders): and  • A list of people barred from working with vulnerable adults (replacing POVA)
	The new legislation will be phased in from Autumn 2009 and the local authority requires all providers to maintain the current system of CRB and POVA checks until the new scheme is fully operational.
6.13	Organisations should also ensure that they have mechanisms in place to fulfil their duty to refer relevant information to the scheme where they have dismissed an individual, or an individual has resigned, because they harmed or may harm a child or vulnerable adult.
6.14	The organisation must be aware of, and operate a complaints process compatible with the Council's Health and Social Care Directorate's Complaints Procedure, and make this available to Service Users. The provider's complaints procedure should include contact details for Halton Borough Council's Contracts Team.
7.	Monitoring
7.1	Contract and Service Delivery Monitoring Process
	The Council's Authorised Officer shall at all reasonable times be permitted by the Service Provider(s) to inspect any premises in which any product, which is the subject of this Contract, is being prepared, transported or stored for the purpose of inspecting the goods and ensuring that the conditions of Contract are being performed and that standards of cleanliness and hygiene are maintained.
	permitted by the Service Provider(s) to inspect any premises in which any product, which is the subject of this Contract, is being prepared, transported or stored for the purpose of inspecting the goods and ensuring that the conditions of Contract are being performed and that
	permitted by the Service Provider(s) to inspect any premises in which any product, which is the subject of this Contract, is being prepared, transported or stored for the purpose of inspecting the goods and ensuring that the conditions of Contract are being performed and that standards of cleanliness and hygiene are maintained.  The Contract will be positively monitored to ensure all specifications have been met and to ensure that only legitimate charges are made for services provided. The Council's Authorised Officer will monitor the

The above, in terms of format and content, will be agreed with the Council prior to commencement of the contract. Due to service developments etc; the above information requirements may differ during the course of the contract.

#### 7.2 Complaints Procedure

The Service Provider(s) must have a written complaints procedure covering both aspects of the service for which they will be responsible for in relation to the bulk delivery and regeneration. A copy of this will be available for the Council and the service user.

The Service Provider(s) shall respond to any complaints made by service users and record them accordingly, and provide copies of complaints and action taken to the Council's Authorised Officer.

The Service Provider(s) should attempt to resolve complaints by informal discussions either with the service user and/or their representatives or the nominated representative at the agreed location(s) receiving the bulk delivery service and/or visa versa. If discussion fails to provide a satisfactory solution to both Service Providers and the service user, discussion should take place including the Community Meals Co-ordinator. If discussion still fails to provide a satisfactory solution, a full written report shall be submitted to the Council who will designate a representative to investigate the complaint.

The Service Provider(s) shall keep a complete record of all complaints and copies of these shall be forwarded on a bi monthly basis to the Divisional Manager, Business Support, Halton Borough Council.

Service users who make complaints to the Council's Authorised Officer will have these passed onto the Service Provider(s) to action as per the identified complaints procedure.

#### 7.3 Failure to Comply

Misconduct of the Service Provider(s) or the Service Provider(s) employees or failure to comply with any statutory requirements may be regarded as a breach of Contract and the Council may terminate the Contract.

SHOULD THE COUNCIL TERMINATE THE CONTRACT BY REASON OF THE SERVICE PROVIDER (S) FAILURE TO COMPLY WITH THE STATUTORY REQUIREMENTS, THEN THE COUNCIL SHALL CLAIM FINANCIAL COMPENSATION FOR COSTS INCURRED. THE COUNCIL'S TRADING STANDARDS OFFICERS AND ENVIRONMENTAL HEALTH OFFICERS MAY ALSO INVESTIGATE CONTRAVENTION, WHICH MAY RESULT IN A PROSECUTION AGAINST THE SERVICE PROVIDER (S).

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8.	Legal Aspects				
8.1	improper conduct by any of its staff or by one resident towards the other in connection with any part of this Contract, using Halton's Vulneral Adult Abuse procedures. The Police must also be informed if the satisfactory conduct is of a criminal nature. Failure to do so will be considered breach of the Contract and may result in termination of said contract. The provider should be aware of and pay due care to the local authority's Confidential Reporting Code (Whistle-blowing Policy) a ensure that all staff have information and training in this area.				
8.2	2 Examples of improper conduct of staff include:				
	<ul> <li>Fraud or theft from the Service User's property or person.</li> <li>cruelty, assault, exploitation or verbal abuse of the Service User or their family or friends;</li> <li>sexual harassment or sexual abuse;</li> <li>racial abuse, harassment or discrimination of any kind</li> <li>inducements to employees or members of the Council;</li> <li>conspiracy to defraud or disadvantage a Service User</li> <li>financial malpractice (stealing belongings, Service Users money)</li> <li>This list is not exhaustive.</li> </ul>				

#### **END OF SERVICE SPECIFICATION**

## Agenda Item 7a

**REPORT TO:** Executive Board Sub Committee

**DATE:** 5 March 2009

**REPORTING OFFICER:** Strategic Director – Health & Community

**SUBJECT:** Culture & Leisure Services Scale of Charges

2009/10

WARD(S) Borough-wide

#### 1.0 PURPOSE OF THE REPORT

- 1.1 To set out the proposed admission charges for 2009/10 for the Council Libraries, The Kingsway Learning Centre, Leisure Centres, Parks and Playing Pitches, Community Centres, Bereavement Services, Registration Services and the Brindley Arts Centre.
- 2.0 RECOMMENDATION: That the charges as proposed be approved.

#### 3.0 SUPPORTING INFORMATION

- 3.1 No major changes are proposed in the structure of charges for 2009/10. The levels of charges have been set as part of the council's response in setting an overall budget. Charges have generally followed the corporate guidelines for a 3% rise across the board.
- 3.2 The Brindley has proposed increases of 11% for commercial hirers Monday to Thursday in order to decrease the differential with weekend hire charges. It has also proposed to show the charge for rehearsals as an all-inclusive rate to reflect the staffing costs that were previously charged separately.
- 3.3 A paper proposing changes for the new athletics facility will be tabled at the Board's meeting on 5 March 2009.
- 3.4 Proposed charges for 2009/10 are attached as an appendix.

#### 4.0 POLICY IMPLICATIONS

- 4.1 None identified.
- 5.0 OTHER IMPLICATIONS
- 6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children & Young People in Halto	6.1	Children	&	Young	<b>People</b>	in	Haltor
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- 6.2 Employment, Learning & Skills in Halton
- 6.3 **A Healthy Halton**
- 6.4 A Safer Halton
- 6.5 Halton's Urban Renewal
- 7.0 RISK ANALYSIS
- 7.1 Income from charges is part of the council's overall budgeting strategy, new charges must therefore be implemented on 1<sup>st</sup> April 2009. Revised charges for the Brindley are implemented on 1st September 2009.

#### 8.0 EQUALITY AND DIVERSITY ISSUES

8.1 The Council's charges are structured and are at a level designed to enable the use of services by everyone in the community irrespective of individual circumstances. The new level of charges have, been set at a level which continues to facilitate this.

## 9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

None under the meaning of the Act.

## THE REGISTRATION OF BIRTHS, DEATHS AND MARRIAGES FEES (ORDER) 1999 (FEES 1 to 4 MAY BE SUBJECT TO STATUTORY CHANGE)

1.	GENERAL SEARCH	PRESENT	PROPOSED
	Our right and set Devictory	£	£
	Superintendent Registrar  – For general search in indexes in his office not exceeding 6 successive hours	18.00	18.00
2.	CERTIFICATES		
	Superintendent Registrar  — Standard Certificate of Birth, Death or Marriage  — Photographic copy of an Entry of Birth, Death or Marriage  — Certificate of Birth, Death or Marriage for certain statutory purposes  — Short Certificate of Birth	7.00 7.00 7.00 5.50	7.00 7.00 7.00 5.50
	Registrar  Standard Certificate of Birth, Death or Marriage  Photographic copy of an Entry of Birth, Death or Marriage  Certificate of Birth, Death or Marriage for certain statutory purposes  Short Certificate of Birth (other than the first issued at the time of registration of birth)  Certificate of Death issued to certain professional bodies	3.50 3.50 3.50 3.50 3.50	3.50 3.50 3.50 3.50 3.50
3.	MARRIAGES / CIVIL PARTNERSHIPS		
	Superintendent Registrar  - For attending at the residence of house-bound or detained person to attest Notice of Marriage / Civil Partnership	47.00	47.00
	<ul> <li>For entering a Notice in Marriage Notice Book / Civil Partnership Register</li> <li>For attending a marriage / signing the civil partnership schedule at the</li> </ul>	30.00	30.00
	residence of a house-bound or detained person - For signing the civil partnership register of the schedule in the Register Office Registrar	47.00 40.00	47.00 40.00
	<ul> <li>For attending a marriage solemnised in the Register Office</li> </ul>	40.00	40.00
	<ul> <li>For attending a marriage in a registered building</li> <li>For attending a marriage at the residence of a house-bound or detained person</li> </ul>	47.00 47.00	47.00 47.00
4.	CERTIFICATION FOR WORSHIP AND REGISTRATION FOR MARRIAGE		
	Superintendent Registrar  — Certificate of a place of meeting for religious worship  — Registration of a building for the solemnisation of marriages	28.00 120.00	28.00 120.00
	In addition to the above fees which are statutory, there are three further charges which apply in respect of premises approved under the Marriage Act 1994 and Civil Partnership Act 2004 as venues for conducting civil marriages and civil partnerships		
	<ul> <li>Registration of a building under the 1994 and 2004 Acts</li> </ul>	670.00	690.00
	<ul> <li>Attendance by Senior Registrar/Registrar at the Boston Suite, Runcorn Town Hall (a venue approved under the 1994 / 2004 Acts)</li> <li>Monday to Thursday</li> <li>Friday, commencing prior to 12 noon</li> <li>Friday, commencing at or after 12 noon</li> <li>Saturday, commencing prior to 12 noon</li> <li>Saturday, commencing at or after 12 noon</li> <li>Saturday, commencing at or after 12 noon</li> </ul>	40.00 * 40.00 * 80.00 60.00 106.00	40.00 40.00 83.00 70.00 110.00
	<ul> <li>Attendance by Senior Registrar/Registrar at the Civic Building, Runcorn Town Hall, approved under the 1994/2004 Acts</li> <li>Monday to Friday</li> <li>Saturday</li> </ul>	145.00 195.00	150.00 200.00
	<ul> <li>Attendance by Senior Registrar/Registrar at all other buildings in Halton, approved under the 1994 /2004 Acts</li> <li>Monday to Friday</li> <li>Saturday</li> <li>Sunday</li> <li>Bank Holidays</li> </ul>	225.00 275.00 326.00 436.00	233.50 285.00 335.00 450.00

\* Note, these fees must remain equivalent to the equivalent statutory "Register Office" fee

## 5. REAFFIRMATION of MARRIAGE VOWS CEREMONIES, NAMING CEREMONIES, and CIVIL FUNERALS

	<ul> <li>Attendance by Superintendent Registrar/Senior Registrar</li> <li>Monday to Friday in the Boston Suite, Runcorn Town Hall</li> <li>Saturday in the Boston Suite, Runcorn Town Hall</li> <li>Other approved premises (Monday to Friday)</li> <li>Other approved premises (Saturday)</li> <li>Other approved premises (Sunday)</li> <li>Other approved premises (Bank Holiday)</li> <li>Each extra child when the naming ceremony covers more than one child</li> <li>Commemorative certificate</li> <li>Attendance of Civil Celebrant at Civil Funeral</li> </ul>	113.55 145.00 133.00 160.00 186.00 229.00 44.00 3.50 161.00	117.00 150.00 137.00 165.00 192.00 236.00 45.50 3.50 165.00
6.	NATIONALITY CHECKING SERVICE		
	<ul> <li>Adult – single application</li> <li>Husband and Wife / Civil partners applying at same time.</li> <li>Family (husband and wife / civil partners and up to 2 children)</li> <li>Additional children on parents application (per child)</li> <li>One or more children under age 18, applying separately from their parents (per child)</li> </ul>	44.00 63.50 73.50 14.70 24.50	45.00 65.00 76.00 15.00 25.00
7.	INDIVIDUAL CITIZENSHIP CEREMONIES		
	<ul> <li>Attendance by Superintendent Registrar/Senior Registrar</li> <li>Monday to Thursday in the Boston Suite, Runcorn Town Hall</li> <li>Monday to Friday in a hotel</li> <li>Saturday in a hotel</li> <li>Sunday in a hotel</li> <li>Bank Holiday in a hotel</li> </ul>	34.00 153.00 205.00 256.00 364.00	35.00 158.00 211.00 264.00 375.00

#### **NOTE**

The charges in Sections 5 and 6 are subject to VAT, and the amounts shown in the above table include VAT at the standard rate. None of the other charges in the schedule above are subject to VAT.



High Street, Runcorn WA7 1BG

TEL: 0151 907 8360 | FAX: 0151 907 8361

#### Hire Fees 2009/10

The Brindley Arts Centre provides state of the art performance facilities, skilled technical and front-of-house staff, excellent seating and refreshments for audiences.

	Mon – Thurs 1 performance or up to 8 hours	Fri / Sat 1 Performance or up to 8 hours	Sunday Performance or up to 8 hours	Rehearsal per 4 hours or part thereof
Halton Borough Community Hirers	£500	£575	£675	£175 Mon – Fri £225 Sat & Sun £325 BH
Non Halton Borough based Community Hirers	€600	£675	£775	£225 Mon – Fri £275 Sat & Sun £375 BH
Commercial Hirers	£900	£1000	£1100	£275 Mon-Fri £325 Sat £400 Sun & BH

#### The Theatre

The theatre seats up to 424, including 8 wheelchair spaces.

Community groups include all amateur and community based organisations, including dance schools.

**Performance hire** includes the exclusive use of the Theatre space and dressing rooms for up to 8 hours and for one performance per day, second performances within the day are charged at 50% of the basic hire fee. The price also includes two technicians, use of the theatre lighting, sound system and up to three front of house stewards. A second performance is charged at 50% of the basic hire cost. Extra technical and front of house staffing is re-charged at £10 per hour or part thereof for a minimum call of 4 hours.

Rehearsal hire includes the exclusive use of the Theatre space for up to 4 hours. Additional hours are charged per 4 hours or part thereof. A rehearsal is supported by two technicians and includes the use of the theatre lighting and sound system. Extra technical staffing requirements are re-charged at  $\mathfrak{L}10$  per hour or part thereof for a minimum call of 4 hours.

The Brindley box office staff will produce and manage the sale of tickets at a cost of 25p per ticket. Batch printed tickets for sale by the hirer, are charged at 15p per ticket. This charge is applicable to both Theatre and Studio hires.

PRS – Performing Rights costs will be recharged at the appropriate percentage to hirers as applicable to both Theatre and Studio hires.

#### The Studio

	Mon – Thurs	Fri / Sat	Sunday
Per 8 Hour Performance with technical support	£300	£350	£400
Per 4 Hour Rehearsal with technical support	£175	£200	£225
Per 2 hour hire - without technical support	£50	£75	£100

The Studio seats up to 108, including 6 wheelchair users, in traditional theatre seating. Cabaret seating can be provided for a maximum of 60 including 6 wheelchair users.

**Performance hire** includes the exclusive use of the Studio space and a maximum of two dressing rooms for up to 8 hours and for one performance per day, second performances within the day are charged at 50% of the basic hire fee. The price also includes one technician, use of the studio lighting, sound system and one front of house steward. A second performance is charged at 50% of the basic hire cost. Extra technical and front of house staffing is re-charged at £10 per hour or part thereof for a minimum call of 4 hours.

**Rehearsal hire** includes the exclusive use of the Studio space for up to 4 hours. Additional hours are charged per 4 hours or part thereof. A rehearsal is supported by one technician and includes the use of the studio lighting and sound system. Extra technical staffing requirements are re-charged at  $\mathfrak{L}10$  per hour or part thereof for a minimum call of 4 hours.

Studio **hires without technical support** includes the exclusive use of the Studio for up to 2 hours. Additional hours are charged per 2 hours or part thereof. Studio hires are not supported by Brindley technical or front of house staff. Any staffing requirements are re-charged at £10 per hour or part thereof for a minimum call of 2 hours.

The Brindley box office staff will produce and manage the sale of tickets at a cost of 25p per ticket. Batch printed tickets for sale by the hirer are charged at 15p per ticket. This charge is applicable to both Theatre and Studio hires.

PRS – Performing Rights costs will be recharged at the appropriate percentage to hirers as applicable to both Theatre and Studio hires.



# Page 59 PI. . . . . . . . . E OF HIRE CHARGES 1st April 2009 – 31st March 2010

#### KINGSWAY LEARNING CENTRE

Approved – Assistant Accountant, Cultural & Leisure	
Approved – Operational Director, Cultural & Leisure	

#### 1. COMMUNITY USE (Non funded organisations)

Room		Community Rate 08/09	Community Rate 09/10	Council Standard Rate 08/09	Council Standard Rate 09/10
Meeting Room 2	Per	£10.30	£10.60	£12.90	£13.30
	hour				
Other Meeting	Per	£5.15	£5.30	£6.45	£6.65
Rooms	hour				

#### Block Bookings

Less 15% in respect of 10 or more bookings made at any one time.

#### Free Lettings

New activities and groups initiated by the Manager may, in their initial period of operation, receive a maximum of 4 free lettings to establish the groups. Subsequent bookings should then be considered a community user paying the appropriate rate.

Performing Rights – 5% of the total booking charge (excluding any discount).

#### 2. PRIVATE AND COMMERCIAL GROUPS

- The above charges increased by 25% and 50% respectively and cumulatively
- Performing Rights 5% of the total booking charge (excluding any discount).

#### 3. OTHER

Use other than those in 1 or 2, by negotiation with the Manager.

#### **NOTES FOR GUIDANCE TO APPLICANTS**

#### 1. Payment of Charges (Private and Casual Bookings)

A deposit shall be paid in advance and the balance must be paid prior to use.

#### 2. Approval of Applicants

No application must be regarded as accepted until official approval has been received and the deposit paid. In addition, all applicants must agree to the booking conditions of the Centre.

#### 3. Preparation and Tidying Up

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The hours booked must cover me use or me Centre by organisers for any preparatory work required prior to the function and for tidying up afterwards.

#### 4. Catering Service

Refreshments and Catering services can be provided on request.



## רגטרטשנט SCALE OF CHARGES 1st April 2009 – 31st March 2010

#### LIBRARY SERVICE

LOAN CHARGES	PRESENT	PROPOSED		
Talking Books Leisure Card Holders	£1 for 3 weeks 50p for weeks	No change No change		
Compact Discs Leisure Card Holders	90p per week 45p per week	£1 per week 50p per week		

Leisure Card Holders	£2.50 for 1 week $£1.25$ for 1 week	No change No change
Learning for Life Collection Non-book items: Leisure Card Holders:	£1.00 for 3 weeks FREE	No change No change
PlayStation 2 Leisure Card Holders	£2.50 per week £1.25 per week	No change No change

#### FINES ON OVERDUE ITEMS

#### Books, Talking Books, CDs, and Learning for Life Collection

Adult tickets	10p per item per day	No change
	. 04.00 :1	

maximum £4.00 per item

Children's tickets No charge No change

Young Persons tickets (16-18) No charge No charge

Leisure Card Holders 5p per item per day No change

maximum £4.00 per item

**DVDs** 40p per day No change

Leisure Card Holders 20p per day No change

maximum £8.00 per item

PlayStation 2 50p per day No change

Leisure Card Holders 25p per day No change

maximum £8.00 per item

In addition an administrative charge of 30p (which includes postage) is payable when an overdue

reminder is sent. Children's books borrowed on an adult ticket are subject to the adult fine rate.

#### **RESERVATIONS**

For items currently in stock	FREE	No change
Leisure Card Holders	FREE	No change

For items which have to be bought 101 310CK £1.50 per item No

change

Leisure Card Holders 75p per item No change

For items which have to be obtained through Inter Library Loan or British Library

£2.20 per item

No change

Leisure Card Holders £1.50 per item

No change

PRESENT PROPOSED

PERSONAL COMPUTER BOOKINGS

**Discs:** £1.00 each No change

Leisure Card Holders 50p each No change

USB 2GB Memory stick: N/A £6

Leisure Card Holders N/A £4

**Printing:** 

Black & White: 10p per page No change

Colour: 20p per page No change

Leisure Card Holders

Black & White: 5p per page No change

Colour: 10p per page No change

**PHOTOCOPIES** 

10p per sheet No change

MICROFILM / MICROFICHE COPIES

20p per sheet No change

**FAX** 

50p per sheet received No change

To UK: £1.00 first sheet No change

25p subsequent sheets No change

To Europe: £2.00 first sheet No change

50p subsequent sheets No change

International: £3.00 first sheet No change

£1.00 subsequent sheets No change

LOST TICKETS

Adults: £1.00 No change

Children and Leisure Card Holders: 50p No change

**ROOM HIRE** 

K16+9

1. Community Groups

Large meeting room £6.20 per hour £10.60 per hour

Meeting room £4.30 per hour £5.30 per hour

Computer Suite £5.40 per hour £7.30 per hour

**Equipment / Kitchen facilities** 

Available by arrangement with the Manager

#### Block bookings

Less 15% discount in respect of 10 or more bookings at any one time

<u>Free Lettings</u> - New activities and groups initiated by the Manager may, in their initial period

of operation receive a maximum of 4 free lettings to establish groups which should then be considered a community user paying at the appropriate rate.

#### 2. **Private Groups and Commercial Groups**

The above charges increased by 25% and 50% respectively and cumulatively

#### 3. **Events**

Other than those in 1 or 2, by negotiation with the Manager



#### PROPOSED SCALE OF HIRE CHARGES 1st April 2009 – 31st March 2010

## COMMUNITY CENTRES – Castlefields/Ditton/Grangeway/Murdishaw/Upton

Approved – Assistant Accountant, Cultural & Leisure	
Approved – Operational Director, Cultural & Leisure	

#### 1. COMMUNITY GROUPS

		Rate 08-09	Rate 09-10	£ Increase	% Increase
Hall	Per hour	£6.90	£7.20	£0.30	3%
Small Room	Per hour	£2.50	£2.60	£0.10	3%
Large Room	Per hour	£3.70	£4.00	£0.30	3%
Stage	Per hour	£2.50	£2.60	£0.10	3%
Kitchen	Per hour	£2.00	£2.10	£0.10	3%

#### **Block Bookings**

Less 10 % in respect of 10 or more bookings made at any one time.

#### **Free Lettings**

New activities and groups initiated by the Manager may, in their initial period of operation, receive a maximum of 4 free lettings to establish the groups which should then be considered a community user paying the appropriate rate.

Any further free lettings would be by agreement with Operational Director, Cultural & Leisure Services.

**Performing Rights** – 5% of the total booking charge (excluding any discount).

#### 2. PRIVATE and COMMERCIAL GROUPS

Kitchen Hire VAT (15%) applies

The above charges increase by 25% AND 50% respectively and cumulatively Performing Rights – 5% of the total booking charge (excluding any discount).

#### 3. OTHER

Events other than those in 1 or 2, including week end rates, by negotiation with the Manager.

#### NOTES FOR GUIDANCE OF APPLICANTS

#### 1. Payment of Charges (Private and Casual Bookings)

A Non Returnable deposit of 25% of the charge shall be paid in advance and the balance must be paid prior to use.

#### 2. Approval of Applicants

No application must be regarded as accepted until official approval has been received and the deposit paid.

#### 3. Preparation and Tidying Up

The hours booked must cover the use of the Centre by organisers for any preparatory work required prior to the function and for tidying up afterwards.

#### **CEMETERIES CHARGES**

			2009/2010
	RESIDENTS of HALTON	£	£
1.	Purchase of exclusive right of burial of single full size grave	~	~
	(a) for maximum of 3 interments	600	620
	(b) for maximum of 2 interments	520	535
	Interment's - (Including Those in Public Graves) – 16 Years and above.		
2.	Within the times 1 pm to 3 pm Mondays, 10 am to 3 pm Tuesdays to		
	Thursdays and 10 am to 2 pm Fridays		
	(a) when excavating to depth of 7'6"	620	640
	<ul><li>(b) when excavating to depth of 6'0"</li><li>(c) when excavating to depth of 4'6"</li></ul>	520 440	535 455
3.	Mandaya ta Eridaya, autaida tha timas in 2 abaya (by agreement anly)		
э.	Mondays to Fridays, outside the times in 2 above (by agreement only)  (a) when excavating to depth of 7'6"	720	740
	(b) when excavating to depth of 6'0"	600	620
	(c) when excavating to depth of 4'6"	540	555
_			
4.	Saturday, between 10 am and 12 noon (by agreement only)	700	045
	<ul><li>(a) when excavating to depth of 7'6"</li><li>(b) when excavating to depth of 6'0"</li></ul>	790 680	815 700
	(c) when excavating to depth of 4'6"	610	630
	(b) Milon oxograming to dopin or 10	010	000
5.	Saturday, between 12 noon and 3pm (by agreement only)		
	(a) when excavating to depth of 7'6"	920	950
	<ul><li>(b) when excavating to depth of 6'0"</li><li>(c) when excavating to depth of 4'6"</li></ul>	800 740	825 760
	(b) When executating to depth of 40	740	700
	Interment's - children (Including those in Public Graves) -		
	from 12 months and under 16 years		
6.	Within the times 1 pm to 3 pm Mondays, 10 am to 3 pm Tuesdays to Thursdays and 10 am to 2 pm Fridays		
	(a) when excavating to depth of 7'6"	340	350
	<ul><li>(b) when excavating to depth of 6'0"</li><li>(c) when excavating to depth of 4'6"</li></ul>	270 240	280 250
	(c) When excavating to depth of 4 o	240	230
7.	Mondays to Fridays, outside the times in 2 above (by agreement only)		
	(a) when excavating to depth of 7'6"	380	390
	<ul><li>(b) when excavating to depth of 6'0"</li><li>(c) when excavating to depth of 4'6"</li></ul>	320 290	330 300
	(b) Which excavating to depth of 4 o	230	300
8.	Saturday, between 10 am and 12 noon (by agreement only)	400	400
	(a) when excavating to depth of 7'6"	420	430
	<ul><li>(b) when excavating to depth of 6'0"</li><li>(c) when excavating to depth of 4'6"</li></ul>	350 325	360 335
		020	000
9.	Saturday, between 12 noon and 3pm (by agreement only)	400	405
	<ul><li>(a) when excavating to depth of 7'6"</li><li>(b) when excavating to depth of 6'0"</li></ul>	480 410	495
	<ul><li>(b) when excavating to depth of 6'0"</li><li>(c) when excavating to depth of 4'6"</li></ul>	385	420 395
	Interments – stillborn or child not exceeding 12 months in a private grave		
10	Stillborn or child not exceeding 12 Months in Private Crove	nil	Nil
10.	Stillborn or child not exceeding 12 Months in Private Grave	TIII	INII
11.	Purchase of Exclusive Right of Burial of single cremated remains grave	005	005
	Exclusive Right of Burial for a single cremated remains grave	325	335
	Interment of cremated remains		
12.	(a) Monday to Friday	90	93
	(b) Saturday	120	125
	Note that Saturday interments are subject to staff availability and are therefore		
	accepted by agreement only.		Continued

#### **CEMETERIES CHARGES (continued)**

#### NON RESIDENTS of HALTON

#### 13. Non residents charges for fees 1 to 12 above

- (a) Non-residents of the Borough will be charged double the above stated fees for items 1 – 12 above. These charges may be reduced on application in writing when it can be shown that the person to be buried:
  - (i) is using a pre-purchased family grave which has been Previously used; and
  - (ii) has lived within the Borough of Halton, paying all due rates/Council charges for a period of not less than 90% of their life span; and
  - (iii) has been forced through ill-health to leave the Borough during the final phase of their life (medical evidence may be sought)
  - (iv) note that persons choosing to leave the Borough for any other reason will not be able to apply for fees and charges applicable to Halton residents.
- (b) In certain other circumstances the non-resident's loading may be waived on application in writing to the relevant Operational Director. Proof may be requested.
- (c) Where the deceased was a Halton resident at the time of death or otherwise qualified for residents' fees under (a) or (b) above, any grave deed purchased for a single burial, solely for the burial of the deceased, and the burial itself, shall be charged at the Halton residents' rates.

#### **CREMATION CHARGES**

			2009 / 2010
		£	£
1.	Person whose age at time of death exceeded 16 years		
	(a) Monday to Friday (b) Saturday	420 580	435 600
2.	Child under 16 years whose age at time of death exceeded 12 months (a) Monday to Friday (b) Saturday	190 280	195 300
3.	Child whose age at time of death did not exceed 12 months (a) Monday to Friday (b) Saturday	20 50	21 52
4.	Cremation fee after anatomical examination (a) Monday to Friday (b) Saturday	205 240	212 250
	Notes: (i) Cremation fees include Includes Medical Refs. fees, use of Chapel, plastic container, strewing of remains without an appointment and Cremation Certificate, if		

required.

(ii) Note that Saturday cremations are subject to staff availability and are therefore accepted by agreement only

#### MEMORIALS - CEMETERIES AND CREMATORIUM

				2009	/ 2010 including VAT
*	1.	Book of Remembrance	£	£	£
	••	- 2 line entry	75	77	88.55
		<ul> <li>Each additional line, or part thereof over 2 lines</li> </ul>	21	22	25.30
		- Crests and Coats of Arms	50	52	59.80
*	2.	Miniature Books of Remembrance	60	62	71.30
		Inscriptions in Miniature Books of Remembrance – per line of part thereof	9	10	11.50
		Memorial Cards Photo Miniature	9 Price on	10 Price on	11.50 Price on
		Filoto Militature	appplication	appl'tion	appl'tion
		Handling Charge	20	21	24.15
*	3.	Bronze Plaques			
		- Display for initial 10 year period	180	185	212.75
		<ul> <li>Renewal for additional 10 year period</li> </ul>	80	83	95.45
*	4.	Granite plaque on planter / sundial (Widnes / Runcorn Gardens of Remembrance)			
		-Display for initial 10 year period	310	320	368.00
		-Design	46	48	55.20
		-Renewal for additional 10 year period	115	119	136.85
*	5.	Tablets on Wall of Remembrance – No new Tablets available			
		<ul><li>Engraving of Tablets – per letter</li><li>Handling Charge</li></ul>	At cost 20	At cost 21	At cost 24.15
*	6.	<ul><li>Memorial Benches</li><li>(a) 5 ft standard hardwood bench supplied and fitted on base, with engraved</li></ul>	From 625	From	From
		plaque attached (initial 10 year lease)	110111 023	645	741.75
		(b) Additional plaque	40	42	48.30
		(c) Extension of hardwood bench lease for a further 10 years (includes	From 495	From	From
		replacement bench on existing base) (d) Granite memorial bench for the four seasons garden of remembrance	1095	510 1130	586.50 1299.50
		(initial 10 year lease)	1000	1100	1200.00
		(e) Extension of granite bench lease for a further 10 years	445	460	529.00
	7.	The right to erect or place on a grave or vault in respect of which the exclusive right of burial has been granted			
		(a) A memorial with or without vases and/or flower containers included in memorial	135	140	161.00
		(b) Vase/Books/Tablets (each) – not in headstone memorial not exceeding 12" x 12" x 12"	36	37	42.55
		(c) Vase/Books. Tablets (each) – not in headstone memorial exceeding 12" x 12" x 12" but not exceeding 18" width x 12" x 12"	52	54	62.10
		(d) Vase/Book/Tablet exceeding 18" width x 12" x 12" but not exceeding the width of the grave or 30" (whichever is the least) x 12" x 12"	65	67	77.05
	8.	The right to add each further inscription to headstone after initial inscription	27	28	32.20
		Per inscription	27	28	32.20
	9.	Inscriptions on Memorial Stone donated by Rev. Phillip Mears (Hospital Chaplain)			
		Per inscription	44	45	51.75
	10.	Registration of Memorial Masons			
		Annual registration fee for BRAMM Accredited Memorial Masons	foc	foc	foc
			Continued	I	

Items marked with an asterisk are subject to VAT at the standard rate.

M	<u>EMOR</u>	IALS -	CEMETERIES AN	D CREMATORIUM (continued)		2009	/ 2010 including VAT
					£	£	£
*	11.		orial Tree with (a) layed for an initial	bronze plaque or (b) Laminated Plastic plaque 10 year period			
		(a)	New Tree	- Bronze Plaque	385	397	456.55
				<ul> <li>Laminated Plastic Plaque</li> </ul>	250	258	296.70
		(b)	Selected Existing	g Tree - Bronze Plaque	275	283	325.45
				- Laminated Plastic Plaque	140	144	165.60
		(c)	Renewal for add	itional 10 year period	120	123	141.45
*	12.	Mem	orial Rose with la	minated plaque displayed for an initial 5 year per	riod		
		(a)	Selected existing	g or new bush rose depending on availability	185	190	218.50
		(b)	Renewal for add	itional 5 year period	120	123	141.45

Items marked with an asterisk are subject to VAT at the standard rate.

#### MISCELLANEOUS SERVICES AND CHARGES - CEMETERIES AND CREMATORIUM

			2009 / 2010
		£	£
1.	Use of Crematorium Chapel for full Burial Service Per half hour or part thereof	65	67
2.	Exclusive rights of burial  (i) Indemnity Fee (if exclusive right of burial cannot be produced)  (ii) Registered Assignment of Exclusive Right of Burial (Transfer of Ownership)	45 45	46 46
3.	Caskets and Urns  - Plastic  - Aluminium(Including brass effect plate)  - Wood (Including brass effect plate)  - Small Caskets  - Token Boxes	Included in cremation fee 30 50 20 17	Included in cremation fee 31 52 21 18
4.	Register of Cremations Certified extracts	30	31
5.	Storage of Cremated Remains  (a) First calendar month  (b) Thereafter per calendar month or part thereof to maximum of 3 additional months, after which they will be scattered in Garden of Remembrance	No charge 45	No charge 46
6.	Postage of Cremated Remains Per casket	At cost	At cost
7.	Scattering of Ashes  (a) Scattering in Garden of Remembrance where the deceased was a resident of Halton or where the cremation has taken place at Widnes Crematorium  (b) Scattering in Garden of Remembrance where the deceased was not a resident and cremation has taken place other than at the Widnes Crematorium  (c) Additional charge (to (a) or (b) above) for attending scattering of Ashes, Monday to Friday (by appointment only)  (d) Additional charge (to (a) or (b) above) for attending scattering of Ashes, Saturday (by appointment only)	No charge 85 30	No charge 88 31
8.	Saturday (by appointment only)  Hourly rate	65	67
<b>.</b>	For any matters not covered in this schedule of fees and charges, the Bereavement Services Manager may levy a charge based on an hourly rate per officer for miscellaneous services provided.	32	33

#### SANCTUM 2000 VAULTS

		£	<u>2009</u> £	<u>/ 2010</u>
	VAULTS (and placing of remains)	L	£	L
1.	Initial purchase (a) including first placing of ashes - Monday to Friday (b) including first placing of ashes - Saturday	750 800	773 824	
2.	Placing second casket of cremated remains in Vault (a) Monday to Friday (b) Saturday	40 70	41 72	
	DESIGNS and LETTERING			
* 3.	Designs and lettering Lettering, per letter Small Design Large design Photo tile – portrait (i.e. featuring one person) Photo tile – landscape (i.e. featuring two people)	3 55 75 110 140	3.10 57 78 113 144	3.57 65.55 89.70 129.95 165.60

Items marked with an asterisk are subject to VAT at the standard rate.

## Leisure Prices for 2009/2010

SWIMMING	2008/9	3% increase	2009/10
Adult	2.50	0.08	2.60
Junior	1.25		1.30
HLC	1.25	0.04	1.30
JN Lessons(10 lessons)	29.50	0.89	30.75
SN Lessons(10 lessons)	32.00	0.96	33.00
SPORTSHALL			
Adult	3.00		3.10
Junior HLC	1.50 1.50		1.55 1.55
SPORTSHALL BLOCK BOOKINGS			
Half Hall BB Hire	22.50	0.68	23.50
Adult admit fee	1.70	0.05	1.80
Junior admit fee	0.85	0.03	0.90
HLC admit fee	0.85		0.90
Squash (40 min)	2.95		3.05
Junior Squash	1.45		1.50
Fitness	4.05		4.20
Junior Fitness	2.00		2.10
Health Suite	5.30		5.50
Creche per hour.	1.10		1.15
Table Tennis Junior Table Tennis	2.05 1.00		2.10 1.05
Junior rable rennis	1.00	0.03	1.05
SPECTATOR	0.50	0.00	0.50
Adult	0.50		0.50
Junior HLC	0.25 0.25		0.25 0.25
SPECIAL EVENTS			
KLC			
Half Hall Booking	35.00	1.05	36.00
Full Hall Booking	70.00	2.10	72.00
Multi Purpose Room	29.00	0.87	30.00
Gymnasium	25.75		26.50
Creche	20.50		21.50
Studio	29.00		30.00
Swimming Pool	53.00		54.60
Small Pool	40.00		41.20
New Activity Room	25.00	0.75	25.75
RSP	44.50	1.04	40.00
Swimming Pool	44.50	1.34	46.00
BROOKVALE RECREATION CENTRE	47.00		40.50
Swimming Pool	47.00		48.50
Sportshall Adult Sportshall Junior	59.00 34.00		61.00 35.00
Half Hall Booking - Adult	30.00		31.00
Hair Hair Booking Addit	50.00	0.90	31.00

Half Hall booking - Junior	17.00	0.51	17.50
Gymnasium - Adult	24.50	0.74	25.25
Gymnasium - Junior	16.80	0.50	17.30
Studio	22.00	0.66	22.75
ATP			
Adult Casual	32.00	0.96	33.00
Junior Casual	16.00	0.48	16.50
Block Booking			
Adult	28.00	0.84	29.00
Junior	14.00	0.42	14.50
Hockey Match			
Adult	42.00	1.26	43.30



## Parks and Countryside Service Proposed Facility Charges 2009/10

		08/09	09/10		
0		Price	Price		
Summer Games					
Bowling Casual Hire Bowling Green Hire Bowling Green Hire Cricket B/B Hire Cricket Casual Winter Games	(4 hours) (Alternate) (Weekly)	Free Free Free 185.00 62.00	Free Free Free 190.00 65.00		
Adult B/B Pitch Hire Adult B/B Pitch Hire Adult Casual Hire	(Alternate) (Weekly)	360.00 720.00 72.00	370.00 740.00 80.00		
Junior B/B Pitch Hire* Junior B/B Pitch Hire* Mini Soccer B/B Hire* Junior Casual Hire	(Alternate) (Weekly)	195.00* 390.00* 129.00* 31.00	200.00* 400.00* 135.00* 33.00		
Adult Floodlit Grass Training Junior Floodlit Grass Training Adult Baseball Field Junior Baseball Field	12 weeks 12 weeks (Annual) (Annual)	140.00 70.00 1195.00 597.00	160.00 80.00 1230.00 615.00		
Meeting Room Hire					
2.7 Half Day Hire Full Day Hire		26.00 41.00	30.00 45.00		
Allotments					
Allotment Plot		29.00	30.00		
Environmental Education					
Halton Schools Out of Borough Schools (per pupil)		Free 3.00	Free 3.00		

#### **Notes**

<sup>\*</sup> Presently provided Free of charge for competitive sport

Agenda Item 8a

By virtue of paragraph(s) 2 of Part 1 of Schedule 12A of the Local Government Act 1972.

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