

## SCHEDULE 6

### Reporting Requirements

#### 1 SUMMARY

- 1.1 Any the Authorised Officer specifies any additional reporting requirements as a result of Services provided pursuant to an Ad Hoc Works Order or new Legislation, such requirements shall be discussed by the Parties at the next Monthly meeting, and the Contractor shall supply supporting information to facilitate such discussions.
- 1.2 The Services contribute to the delivery of the Boroughs' environmental sustainability targets. Targets for Sutton may be found at the following web link: [https://www.sutton.gov.uk/info/200453/parks\\_trees\\_and\\_open\\_spaces/1137/environmental\\_sustainability/3](https://www.sutton.gov.uk/info/200453/parks_trees_and_open_spaces/1137/environmental_sustainability/3). The Contractor is required to supply environmental information in order to evidence progress towards the environment core objective as set out in paragraph 1.2 of **Schedule 1** (Specification), and specifically to meeting Sutton's published environmental targets, within each Monthly Report and Annual Report.

#### 2 OPERATIONAL REPORTING

- 2.1 The Contractor shall ensure that the Authorised Officer has at all times an up-to-date statement setting out his intended operational structure and systems of working, including the following:
- (a) the name of the Company Director or Chief Executive who will have direct overall responsibility for the Contract Manager, together with the names of the Contract Manager and all supervisory staff and administrative staff involved in the day-to-day operation of the Contract;
  - (b) the roles and tasks of the Contract Manager, supervisory staff and administrative staff and how these interact;
  - (c) the normal days and hours of working of the Contract Manager, supervisory staff and administrative staff;

- (d) the make, model, category and number of vehicles, equipment and plant used in the delivery of the Services and, where relevant, details of the Contractor's vehicle operator's licence(s);
- (e) the make, model, category and number of vehicles, equipment and plant that the Contractor plans to replace in the current financial year (April to March);
- (f) descriptions of the categories of Staff and the number of Staff in each category;
- (g) the normal days and hours of working for all Staff;
- (h) the expected allocation and utilisation of vehicles, equipment and plant;
- (i) the Contractor's key policies (as notified to the Contractor by the Authorised Officer from time to time) and up to date certificates, including but not limited to; quality assurance, environmental management system, and other accreditations, including the 'Integrated Management System', arboriculture accreditations, and cemeteries accreditations;
- (j) descriptions of methods and systems of working including measures and actions to be taken by all Staff to ensure the highest practical standards of customer care, equal opportunities, the safety of themselves and others whilst at work;
- (k) a description of the methods and systems used for inspecting and servicing vehicles and the maintenance of such inspection and servicing records.

2.2 The Contractor shall supply the Authorised Officer on request with copies of all duty of care documents including an annual Waste Transfer Note and any other Waste Transfer Notes.

2.3 The Contractor shall keep a record of locations of all horticultural pests, diseases, and invasive species, including but not limited to; mildew, aphids, blackspot and Japanese knotweed, and shall promptly inform the Authorised Officer of new occurrences of such pests.

### **3 REPORTING AND COMMUNICATION**

3.1 The Contractor shall immediately inform the Authorised Officer in writing of:

- (a) any accident involving any vehicle or equipment being used in the performance of the Services, whether involving any personal injury or not;
- (b) any 'Incident', 'Disease' or 'Dangerous Occurrence' that is required to be reported in accordance with the Reporting of Incidents, Disease and Dangerous Occurrences Regulations 2013;
- (c) any occurrence which involves, or which could involve, the emergency services (whether perceived as dangerous or not);
- (d) any incident causing a breach of environmental legislation or potential harm to the environment;
- (e) any occurrence which affects the ability of Service Users to make full use of a Site (or any facilities within a Site) or which may affect the reputation of the Boroughs, including but not limited to:
  - (i) any incident of vandalism in a cemetery, providing photographic evidence as may be requested;
  - (ii) any incidents of non-availability of facilities;
  - (iii) any incidents of Fly Tipping, including recording such incidents on the relevant government database (e.g. 'WasteDataFlow'), and capturing evidence where possible to assist with prosecution;
  - (iv) unofficial use of sports facilities;
  - (v) any issues or incidents with trees within the Boroughs discovered during the course of usual work duties; and
  - (vi) any broken or damaged furniture, fences, walls, water features or similar.

3.2 The Contractor shall make available all accident and incident reports for inspection by the Authorised Officer or his appointed representative. The Contractor may from time to time be required by the Authorised Officer to carry out an investigation and study of accidents or and/or incidents and to propose measures to reduce their occurrence.

#### 4 WEEKLY REPORT

4.1 The Contractor shall compile a concise, complete and accurate electronic report (in a format downloadable by the Boroughs) on a weekly basis (the "**Weekly Report**") for each Borough, setting out a summary of:

- (a) the performance of the Contractor under the Contract, measured against **Schedule 1** (Specification), the Service Performance Indicators and the PQMS scores, and, for any failures, the Contractor shall include an explanation of the reasons for the failure and a proposal for rectifying such failure;
- (b) any significant element of the Services not carried out or completed, and the reasons in each case;
- (c) operational data requirements agreed from time to time between the Parties;
- (d) the progress made on any accidents/incidents reported to the Authorised Officer in accordance with paragraph 2 above;
- (e) any damage caused to any property, premises or furniture together with a brief description of the damage and an explanation of the circumstances;
- (f) a summary of inspections completed, including any maintenance actions required, to include completed 'Playground Inspection Report' sheets, waterways and water features inspection;
- (g) a summary of any breaches or concerns in relation to health and safety;
- (h) a summary of complaints/and or enquiries received and their status.

4.2 The Contractor shall be required to maintain concise records of labour deployed, work achieved, and work missed.

#### 5 MONTHLY REPORT

5.1 Each Month, the Contractor shall present a complete and accurate electronic report (in a format downloadable by the Boroughs) (the "**Monthly Report**") for each Borough to the

Authorised Officer including a copy of the previous Months' records and showing details under the headings of:

(a) **Performance:**

- (i) the performance of the Contractor under the Contract, measured against **Schedule 1** (Specification) and the Service Performance Indicators (to include details of any Deductions incurred in the Borough in the relevant Month) and PQMS, to include a summary of any key achievements and/or issues relevant to ongoing performance for each Service Category;
- (ii) a summary of progress on ICT developments and environmental sustainability issues;
- (iii) a health and safety report containing incident statistics and current actions, including a near miss report identifying numbers of near miss reports received, trends, and actions taken, and a summary of the completed 'Playground Inspection Reports' for the period;
- (iv) a summary of all maintenance and repair issues, including all buildings compliance, facilities and equipment inspections;
- (v) a summary of any work that is completed under the Schedule of Rates; and
- (vi) any Rechargeable Services and/or work completed for which the Boroughs may recharge the cost of such Services to third parties, including Bills of Quantity providing a breakdown of the specific measured quantities of work undertaken and the cost of such work, in accordance with paragraph 1.6.3 of **Schedule 1** (Specification).

(b) **Staffing Issues:**

- (i) the total labour deployed, together with absence and attendance levels, including any staff training and development undertaken, and a summary of staffing issues and remedial actions;

(c) **Service Users:**

- (i) a summary report detailing all customer enquiries and complaints received in accordance with **clause 41.4** (Customer Relationship Management) and **Schedule 15** (Service User Procedure);
- (d) **Stakeholders:**
  - (i) a summary of stakeholders' liaisons and interactions including communications issued and planned; and
- (e) **Income:**
  - (i) a summary by income stream of cumulative income for the Contract Month, together with an assessment of income growth, sports participation and sports pitches utilisation, grave sales, and any commercial opportunities; and
  - (ii) any necessary tax invoices in respect of the payment of VAT.

5.2 In the event that problems with the Services persistently occur at particular locations, the Authorised Officer may require the Contractor to arrange for a member of the Contractor's supervisory staff to visit the location and make a signed written report. Any such report shall include details of the location concerned, the date and time of inspection, and a summary of the key issues and the reasons for such issues. A copy of such report shall be passed to the Authorised Officer as soon as possible and the original kept by the Contractor.

## **6 ANNUAL REPORT**

- 6.1 On an annual date to be advised by the Authorised Officer, the Contractor shall provide to the Authorised Officer a complete and accurate Annual Report (in a format downloadable by the Boroughs) for each Borough, containing the following information:
- (a) details of any updates to the information provided in accordance with paragraph 9.1(f) of this **Schedule 6** (Reporting Requirements);
  - (b) a cumulative annual summary of the Monthly Reports submitted by the Contractor over the past twelve (12) Months, and any updates (as applicable);
  - (c) breakdown of operational data, including but not limited to;

- (i) fleet by fuel type and emission standard;
  - (ii) total waste arisings by category and end destination;
  - (iii) energy, fuel and water consumption from fleet and estate (broken down by Site); and
  - (iv) buildings compliance inspections;
- (d) an inventory of allotment tenancies showing the status of rent paid to date;
- (e) proposed fees and charges for the next Contract Year for services/facilities offered to Services Users as part of the Services (including as part of the Cemeteries Services, the Sports Pitches Services and the Play and Leisure Facilities Services);
- (f) an environmental performance report detailing:
- (i) steps taken to minimise the impact of the Services on the environment and improve environmental sustainability over the previous Contract Year, in compliance with the Boroughs' environmental sustainability strategies, policies and targets, and
  - (ii) an action plan for the Contract Year ahead, in order to comply with strategies, policies and targets including, but not limited to, reducing the consumption of all forms of energy, materials, and water used in delivering the Services;
- (g) an analysis of lessons learned and areas for ongoing development and improvement. This may refer to commercial and ICT related developments outlined in the Business Development Plan; and
- (h) a summary of the provisions made for the transportation, handling and transfer and all relevant details of markets secured by the Contractor for all Waste and materials accepted under the Contract pursuant to **clause 44 (Responsibility for Waste)** of the Contract.

## **7 BUSINESS DEVELOPMENT PLAN**

7.1 On the date advised by the Authorised Officer in accordance with **clause 29.1** (Annual Report and Business Development Plan), the Contractor shall provide to the Authorised Officer a draft of the updated Business Development Plan (and such draft shall be reviewed and agreed by the Parties at the Annual Review). The Business Development Plan shall include:

- (a) the Contractor's proposals for progress and change over the remainder of the Contract Period, including, but not limited to, commercial development, service improvements, savings on utilities, ICT and improvements to the customer experience;
- (b) the Contractor's ongoing planned programme for sport and commercial development (as agreed with the Council at the Annual Review), including maintenance, installation and/or replacement of play and leisure equipment, together with progress of any implementation.

## **8 BUSINESS CONTINUITY PLAN**

8.1 The Contractor shall provide to the Authorised Officer a Business Continuity Plan which shall set out how the Contractor will address major disruption due to emergencies or severe weather conditions, and will include how they will address risks in relation to ICT and telephony, including but not limited to:

- (a) maintaining the day to day operation of the Services, including keeping Sites open at the Allocated Times where appropriate;
- (b) in a disaster recovery situation, how the ICT system can still interface with relevant Borough systems to ensure services are not operationally affected; and
- (c) ensuring that the core system is available during agreed core operating hours to Borough staff and operatives.

## **9 CONTRACT MONITORING**

9.1 The Contractor shall co-operate with the Authorised Officer in monitoring the Contractor's performance against the provisions of the Contract. The Council's monitoring may include:

- (a) random sampling and inspection of all aspects of work carried out or specified;



- (b) observation of work whilst being carried out and assessment of compliance with agreed methods and systems of work including health and safety and environmental requirements (this shall include the right for the Authorised Officer or a nominated representative to accompany the Contractor's Staff on rounds and/or activities in order to observe the Staff performing the Services);
- (c) inspection of any vehicles, plant and equipment and consumables listed in the Asset Register;
- (d) inspection of all documented service and operational records kept by the Contractor;
- (e) evaluation of complaints received by the Council or the Contractor; and,
- (f) full and transparent inspection at any time of financial records, including invoices paid, received, income received and cash flow.

**Sample Weekly Report**

# Weekly Management Report



Period ending: / /

## 1. Human Resources

### 1.1 Staff Movement

New Joiners	Position
John Tyler	Parks Grass Operative
Claire Smith	Sports Supervisor

Leavers	Position

### 1.2 Training delivered last week

Participant	Course

### 1.3 Staff Absence

Hours of absence this week	Versus same week last year
32 hours	- 8 hours

## 2. Vehicles, Machinery and Equipment

### 2.1 New assets

Asset	Function

### 2.2 Breakdown and Maintenance Issues

Asset	Action	Function	Impact on service

## 3. Works Programme

Summary of scheduled/routine tasks carried out during the week:

### 3.1 Service Category A - Horticulture

# Weekly Management Report



- Routes 1,2 a 3 completed
- Meadow and grass cutting

### 3.2 Service Category B – Sports Pitch Services

- Line marking for all rugby pitches
- New posts erected at King George V

### 3.3 Service Category C - Playgrounds and Leisure Services

- Repairs to Cheam Park play area
- New swing set installed at Hayden’s Road

### 3.4 Service Category D – Cleansing and General Maintenance

- Shower heads descaled at all Sutton pavilions
- Benches painted in Beddington Park

### 3.5 Service Category E – Events Services

- Support for the Wimbledon Park fireworks event
- Clean up after concert in Oaks Park

### 3.6 Service Category F – Arboriculture Services

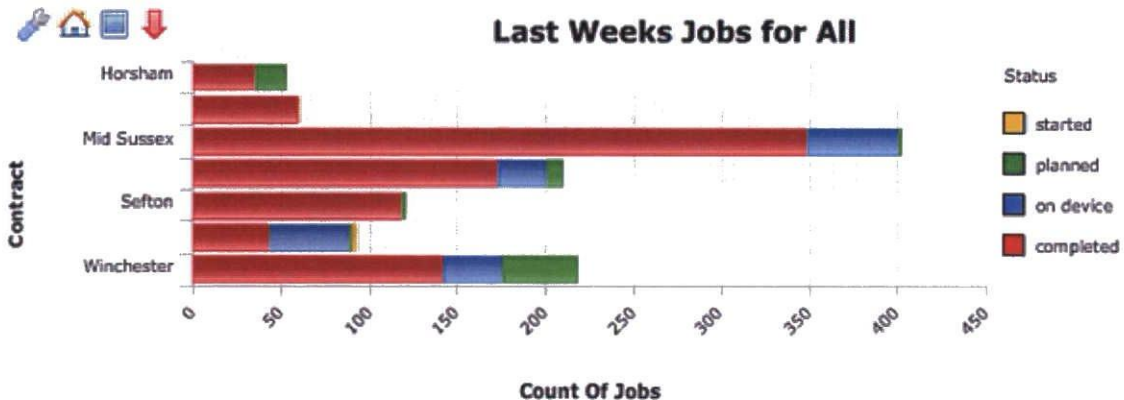
- Fell and removal Oaks Park

### 3.7 Service Category G – Cemetery Services

- Summer bedding MSJC
- Hedges on south boundary Bandon Hill

### 3.8 Service Category H -Nature Conservation

- Meadow grass flailed
- Mitcham Common flail works

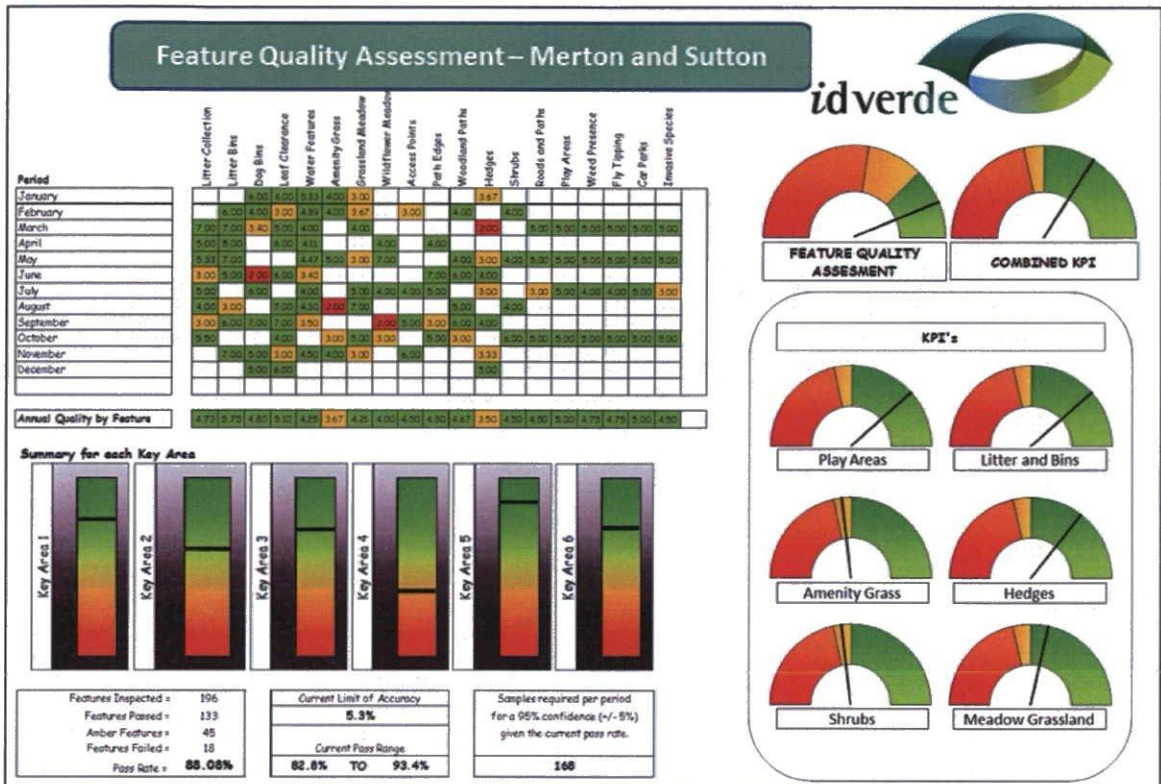


# Weekly Management Report



## 4. PQMS

Dashboard as at / /



Audits this week:

- *Wimbledon Park Friends – Wimbledon Park*
- *Mark Dalzell – Oaks Park*
- *IDV Account Key Director – Beddington Park*
- *IDV Area Manager – John Innes Park*

Corrective action required:

- None

## 5. Community Engagement

- *Volunteering days delivered - 10 volunteers carried out horticultural work on the park*
- *Friends Group meeting attended by Andy Kauffman 23/11/16*
- *Community clean-up day held in Morden*



# Weekly Management Report



## 6. Waste Management

Type	Waste Disposed	Waste Recycled
Weighbridge	45t	98.30%
Green waste	36t	100%
Mixed	28t	98.30%
Cardboard	0t	100%

## 7. Health and Safety Management

Incident	Last week	YTD
Near Miss	7	28
Accidents	1	2
Incidents	1	3
RIDDOR	0	0

### 7.1 Near Misses

- *Container wet inside – potential slip hazard. Spillage cleaned*
- *Flagpole weight. Weight removed*
- *Supervisor in yard with no Hi-Vis – briefing to ensure Hi-Vis worn at all times in yard*
- *Irrigation hose on ground – potential trip hazard. Irrigation hose cleared away.*
- *Cedec tree circles in South Park – trip hazard. Raked as level as possible, but in urgent need of top up.*
- *No lighting in and around PML yard – look to increase light levels.*
- *Leaking water boiler in mess area – reported into helpdesk to be fixed*

### 7.2 Accidents

- *Member of cleaning crew strained back when emptying bin in Beddington Park*

### 7.3 Incidents

- *Attempted break in at Cheam Park depot, external window damaged. No items stolen. Matter reported to Police incident no. 98585.*

### 7.4 RIDDOR

- **None**

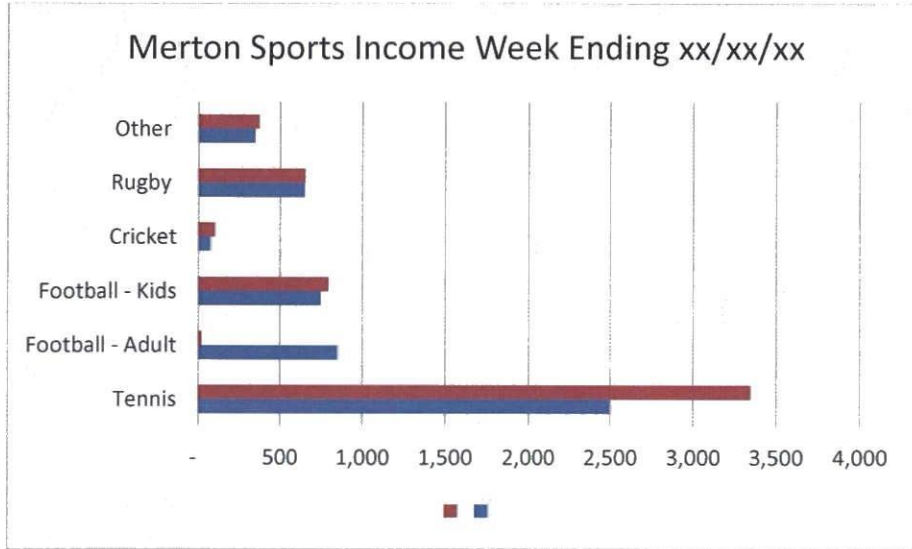
# Weekly Management Report



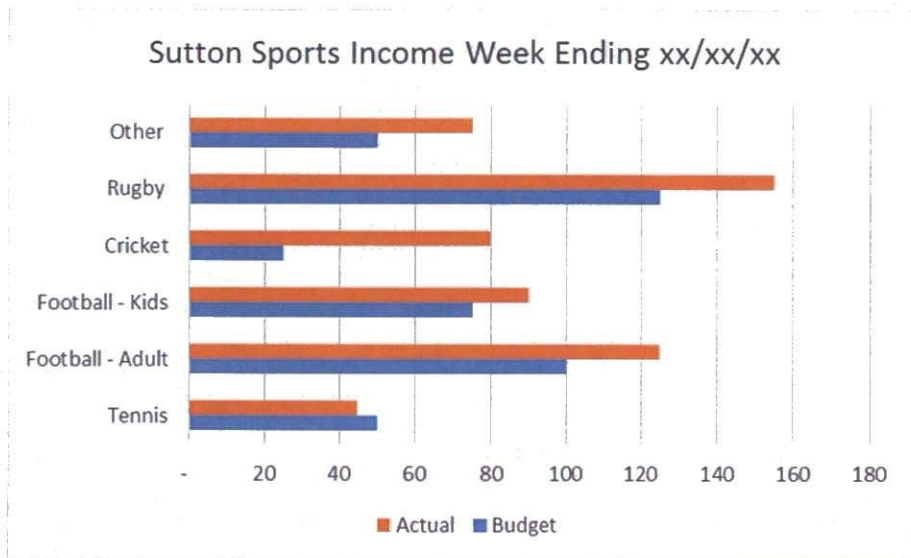
## 8. Income

### 8.1 Sports Pitch Income

#### 8.1.1 Merton



#### 8.1.2 Sutton

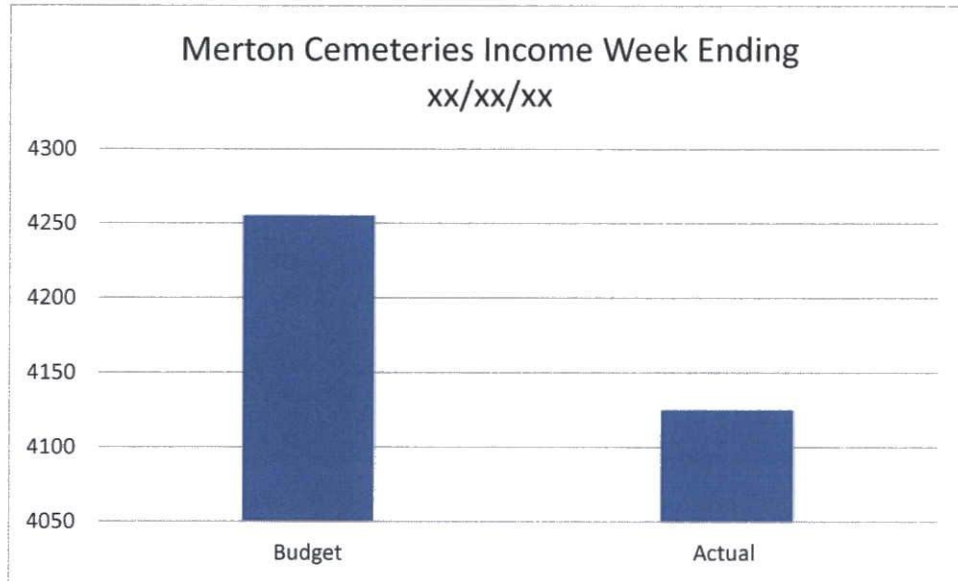


# Weekly Management Report

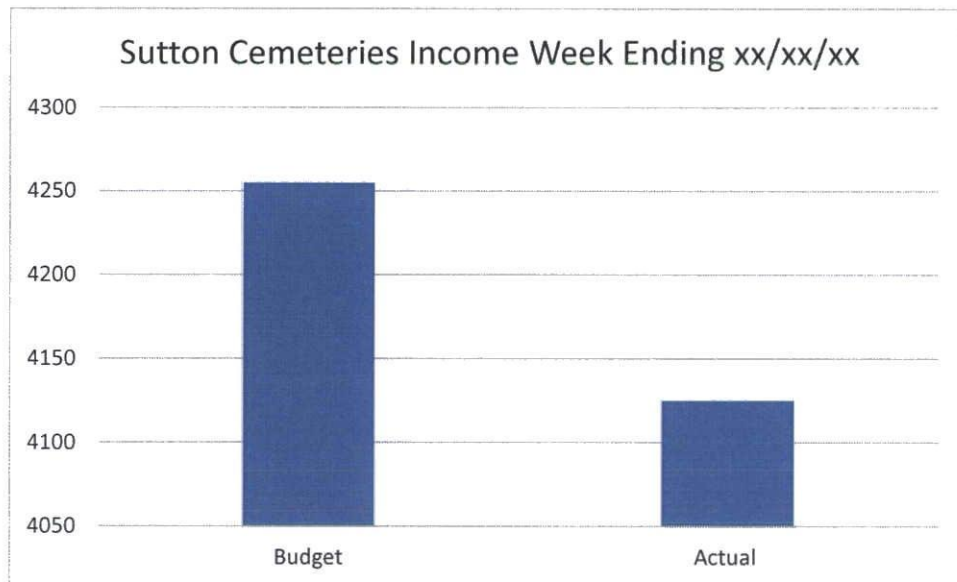


## 8.2 Cemeteries Income

### 8.2.1 Merton



### 8.2.2 Sutton





**Sample Monthly Report**

# Monthly Management Report



Period ending: / /

## 1. Human Resources

### 1.1 Staff Movement

New Joiners	Position
John Tyler	Parks Grass Operative
Claire Smith	Sports Supervisor

Leavers	Position

### 1.2 Training delivered last month

Participant	Course

### 1.3 Staff Absence

Hours of absence this month	YTD	YTD last year (var)
82 hours	134 hours	148 hours (14 hours)

## 2. Vehicles, Machinery and Equipment

### 2.1 New assets

Asset	Function

### 2.2 Breakdown and Maintenance Issues

Asset	Action	Function	Impact on service

## 3. Works Programme

Summary of scheduled/routine tasks carried out during the past month:

### 3.1 Service Category A - Horticulture

# Monthly Management Report



- *Routes 1,2 a 3 completed*
- *Meadow and grass cutting*
- *Shrub beds along routes 2 and 3 completed*
- *MSJC and Bandon Hill cemeteries cut*
- *Floral displays erected in Sutton*

## **3.2 Service Category B – Sports Pitch Services**

- *Line marking for all rugby pitches*
- *New posts erected at King George V*
- *Goal mouth repairs Hayden's Road*

## **3.3 Service Category C - Playgrounds and Leisure Services**

- *Repairs to Cheam Park play area*
- *New swing set installed at Hayden's Road*
- *Green gym serviced at Cheam Park*

## **3.4 Service Category D – Cleansing and General Maintenance**

- *Shower heads descaled at all Sutton pavilions*
- *Benches painted in Beddington Park*
- *New big belly bins installed Beddington Park*

## **3.5 Service Category E – Events Services**

- *Support for the Wimbledon Park fireworks event*
- *Clean up after concert in Oaks Park*

## **3.6 Service Category F – Arboriculture Services**

- *Crown lift Wimbledon Park*
- *Fell and removal Oaks Park*

## **3.7 Service Category G – Cemetery Services**

- *Summer bedding MSJC*
- *Hedges on south boundary Bandon Hill*

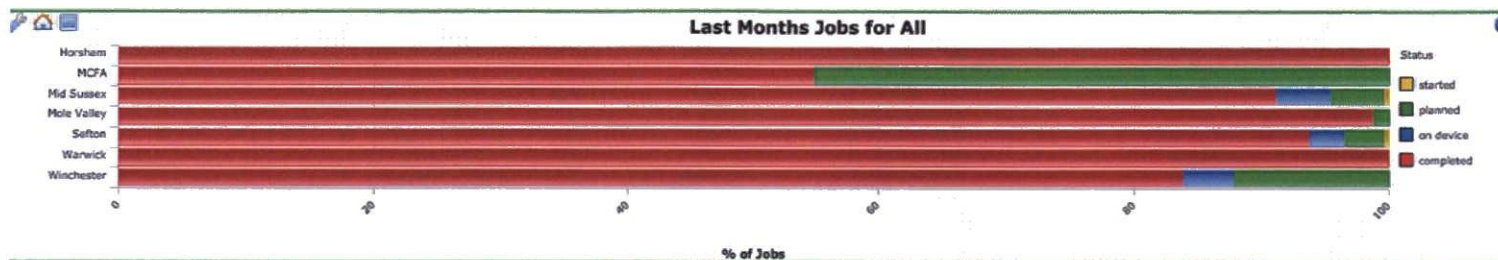
## **3.8 Service Category H -Nature Conservation**

- *Meadow grass flailed*
- *Mitcham Common flail works*

# Monthly Management Report

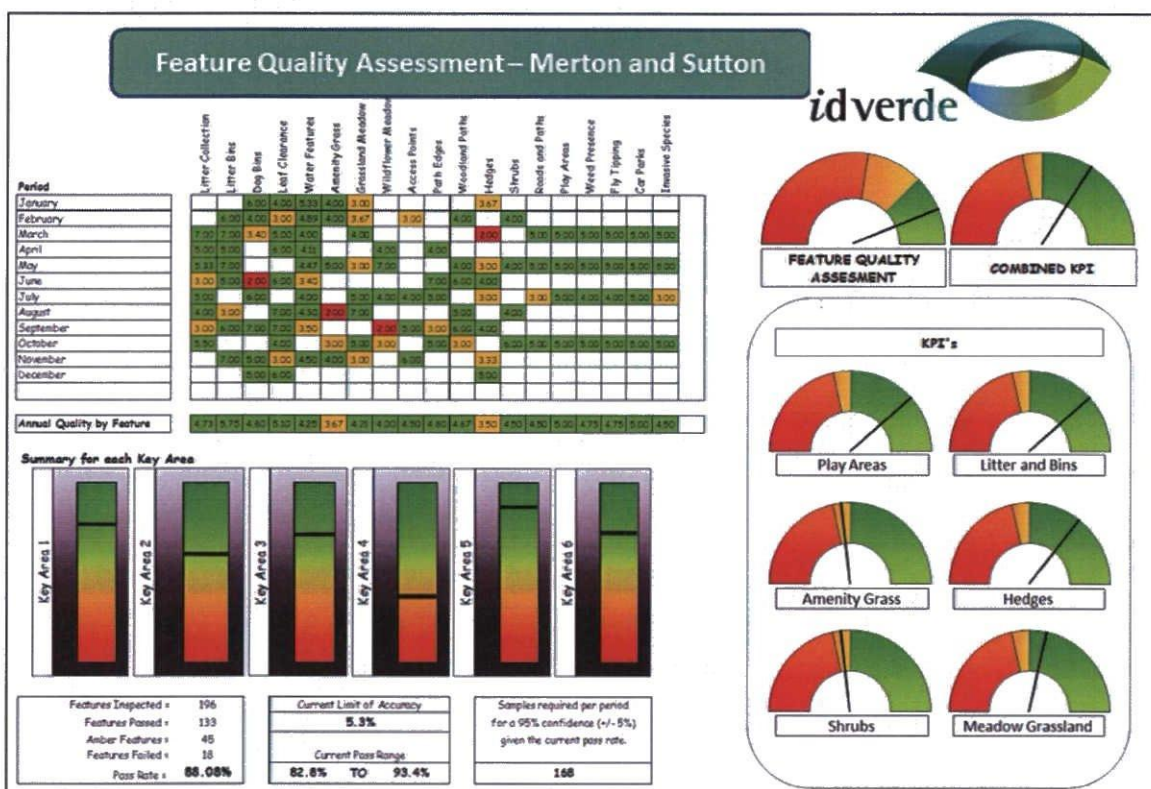


Acorn graphic (similar to below) will be included post Acorn Job Planner installation.



## 4. PQMS

Dashboard as at / /



Audits this month:

- Wimbledon Park Friends – Wimbledon Park
- Mark Dalzell – Oaks Park
- IDV Account Director – Beddington Park
- IDV Area Manager – John Innes Park

Corrective action required:

- None



# Monthly Management Report



## 5. Community Engagement

- *Volunteering days delivered - 10 volunteers carried out horticultural work on the park*
- *Friends Group meeting attended by Andy Kauffman 23/11/16*
- *Community clean-up day held in Morden*

## 6. Waste Management

Type	Waste Disposed	Waste Recycled
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### 7.1 Near Misses

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- *Cedec tree circles in South Park – trip hazard. Raked as level as possible, but in urgent need of top up.*
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- *Leaking water boiler in mess area – reported into helpdesk to be fixed*

### 7.2 Accidents

- *Member of cleaning crew strained back when emptying bin in Beddington Park*

### 7.3 Incidents

- *Attempted break in at Cheam Park depot, external window damaged. No items stolen. Matter reported to Police incident no. 98585.*

### 7.4 RIDDOR

- **None**

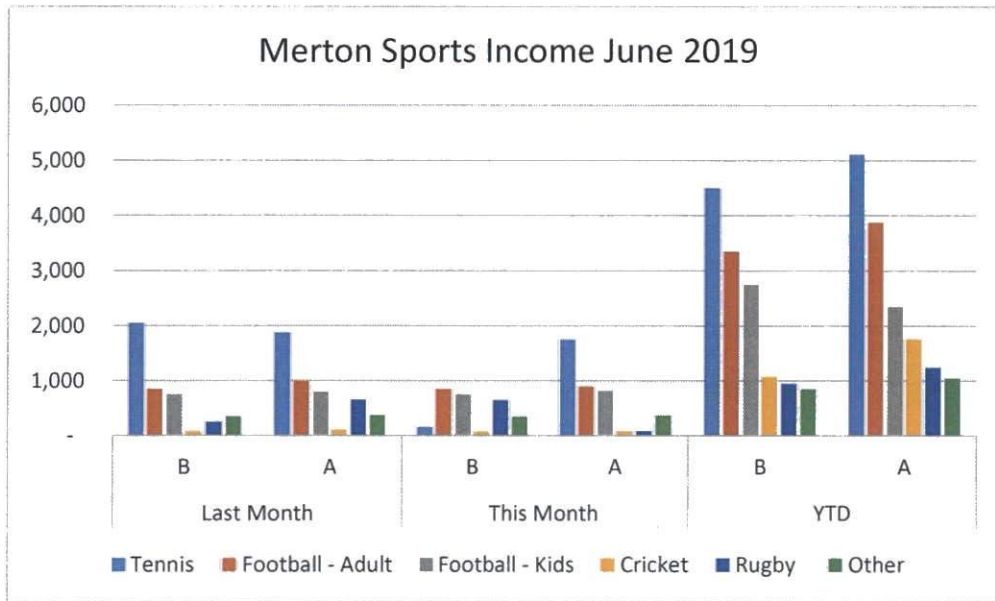
# Monthly Management Report



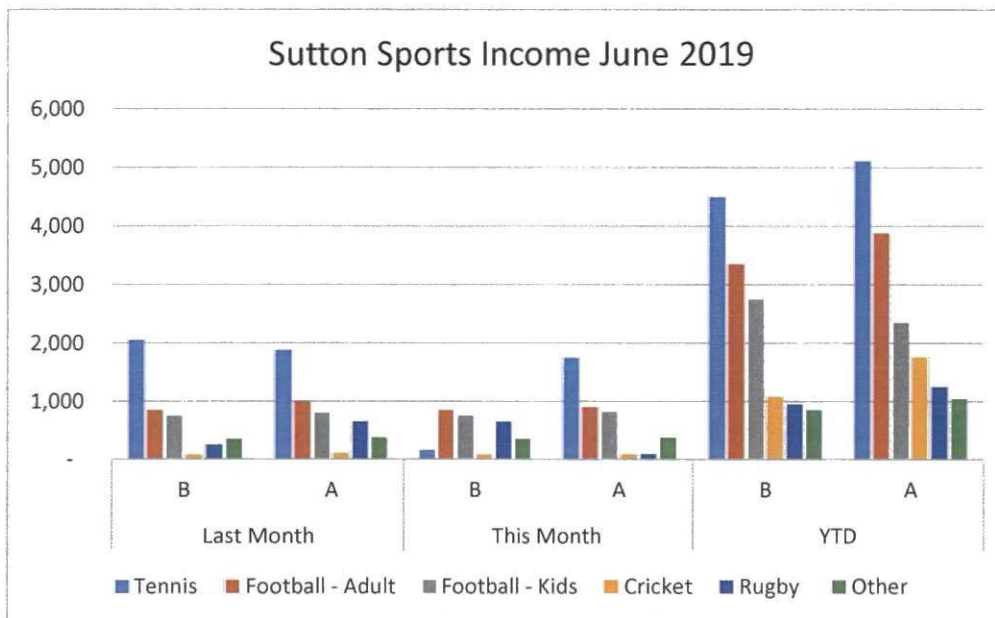
## 8. Income

### 8.1 Sports Pitch Income

#### 8.1.1 Merton



#### 8.1.2 Sutton



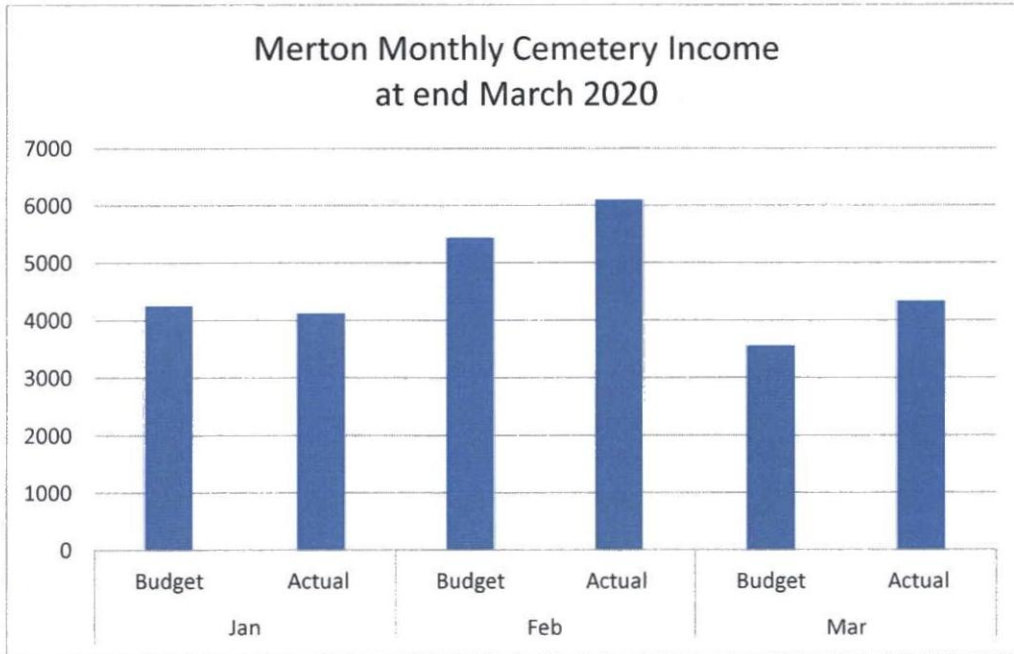
- Promotional activity – back to tennis coaching programme at Sutton, 25% of kids pitches promotion at Merton.

# Monthly Management Report

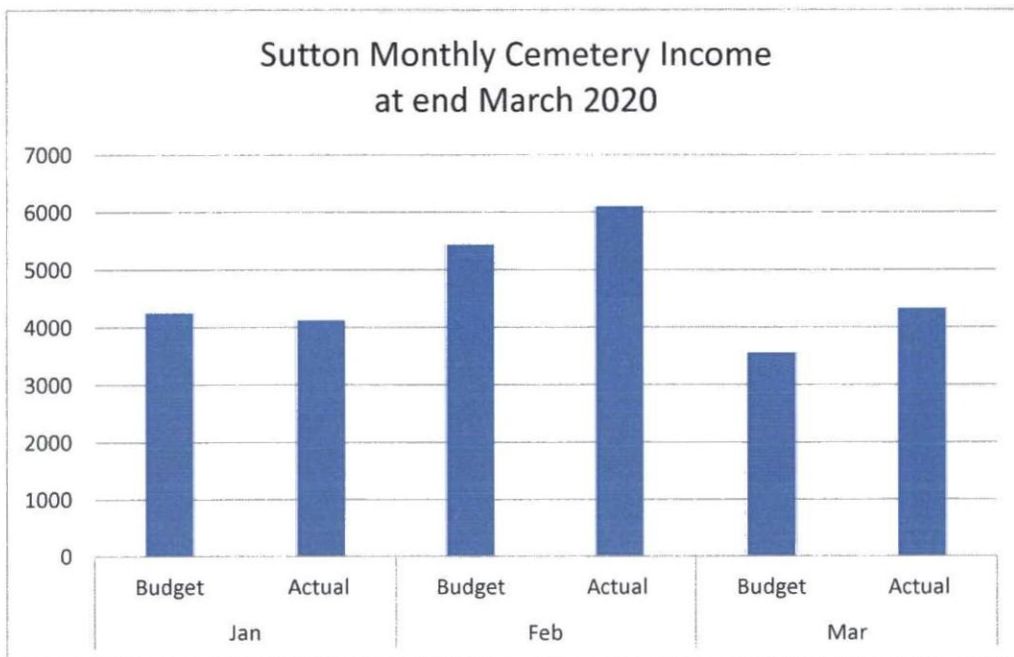


## 8.2 Cemeteries Income

### 8.2.1 Merton



### 8.2.2 Sutton



**Sample Annual Report**





# **Grounds Maintenance Services**

## **2020 Annual Report**

**Prepared by**

**Contract Director, *idverde***

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## 1 Executive Summary

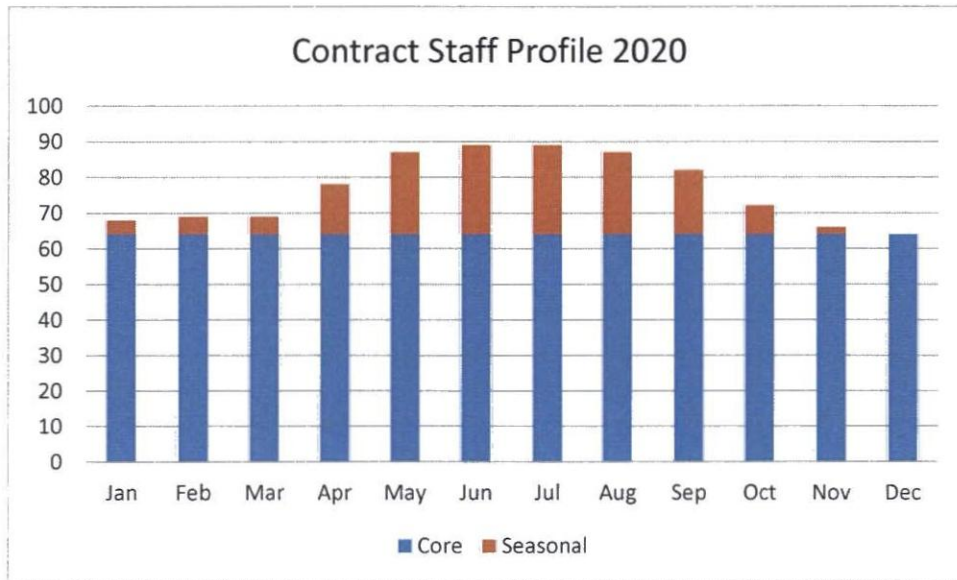
Summary of the contract's key achievements – operational and financial. Reference to service performance indicators, QA measures, PQMS, Acorn and stakeholder engagements.

## 2 Human Resources

### 2.1 Overview

Summary of HR management performance – staff resource v price model projections, absence, training, benefits, LLW, recruitment, attrition.

The table below details the profile of our full time and seasonal employees for the period of January to December 2020.



Commentary on graphic here.

### 2.2 Sickness /Absence Performance



Commentary on graphic here - % of absence time versus total work hours, cases of significant absence, long term illness etc.

### 2.3 Training and Development

The graph below illustrates the total number of internal and external training days delivered to the contract team.



#### Course completed by quarter

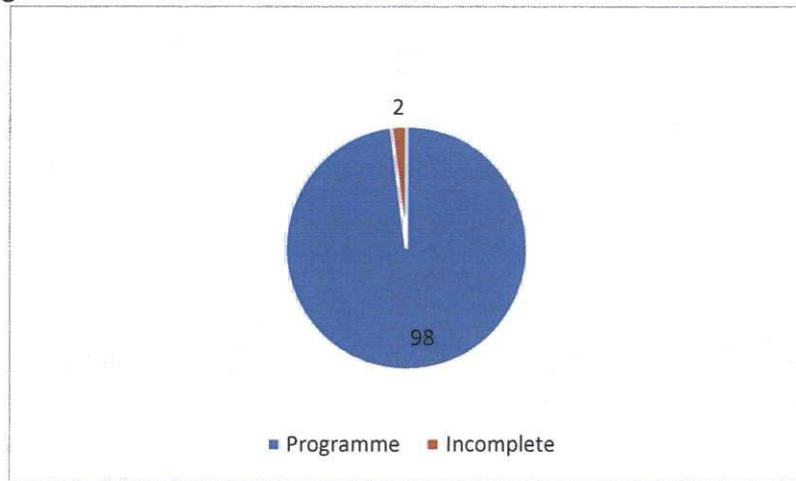
Course Title	Q1	Q2	Q3	Q4	Total
Lantra Ride on Mower Training	9		3	2	14
Lantra Small Plant and Equipment	25	1		3	29
Manual Handling Training	20		12	3	36
Company Inductions	27	1	9	11	48
E-Learning Environmental Awareness	4	1	10	10	25
E-Learning Driving Safety	14	1	10	10	35
Health & Safety Video	10	1		10	21
E-Learning Induction	19	1	8	5	33
Driver Assessor Training		1		5	6
E-Learning spill prevention	4	1			5



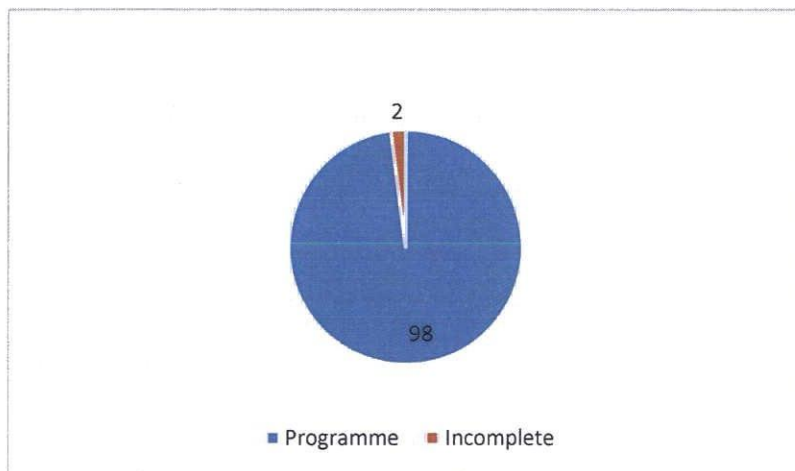
#### 4 Work Programme

##### Acorn reported work programme performance versus work scheduling

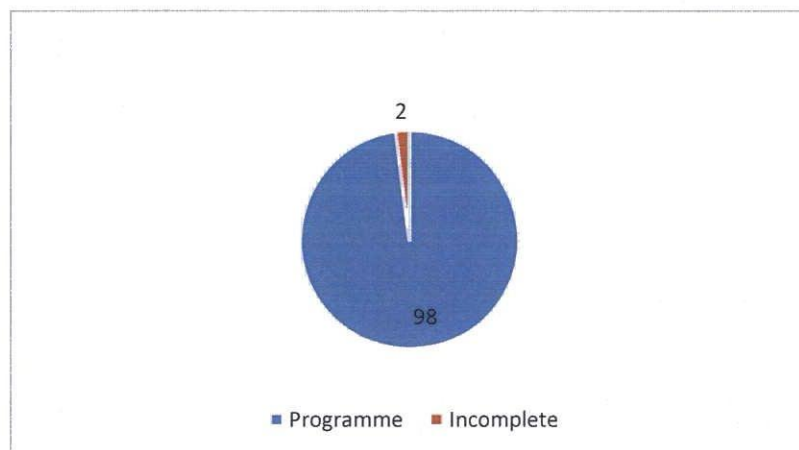
###### Grass Cutting



###### Horticulture

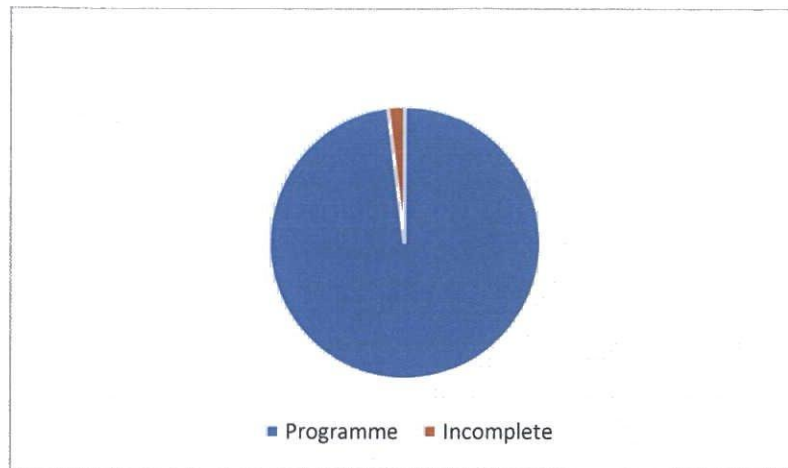


###### Sports Pitches



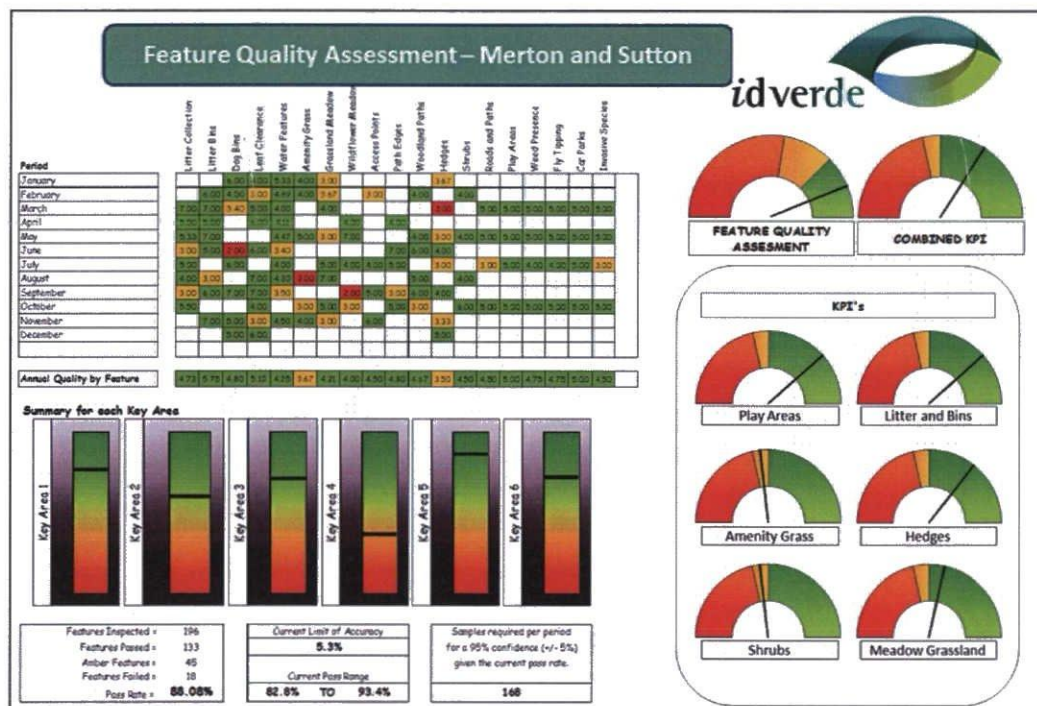


## Cleansing



## 5 PQMS

### Annual Performance



## 6 Community & Stakeholder Engagement

### 6.1 Headlines

- Volunteering days delivered - 10 volunteers carried out horticultural work on the park
- Friends Group meeting attended by Andy Kauffman 23/11/16
- Community clean-up day held in Morden



## 6.2 Stakeholder Communications and Education Plan

Objective	Performance	Actions

## 7. Environmental Impacts

Quadron idverde has continued to monitor the utilisation of our core fleet in terms of mileages and route planning via our tracker system. This objective continues to receive constant focus from our local management team.

### 7.1 Waste Management

The table below illustrates contract waste by category.

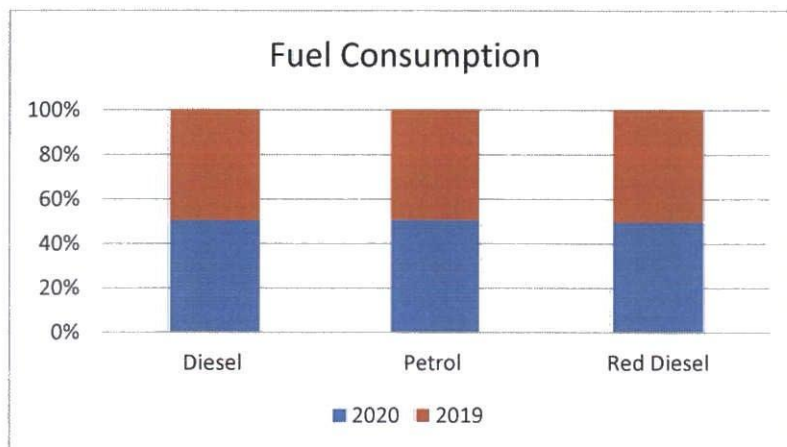
Type	Waste Disposed	Waste Recycled	v last year
Weighbridge	45t	98.30%	(4%)
Green waste	36t	100%	+ 2.5%
Mixed	28t	98.30%	+1.25%
Cardboard	0t	100%	(3%)

### 7.2 Fuel Consumption

The table below illustrates total contract fuel consumption.

Fuel Usage (litres)	Q1	Q2	Q3	Q4
Diesel	41,497	38,518	43,866	45,788
Petrol	5,623	5,672	6,333	5,334
Red Diesel	34,596	37,548	41,980	32,676

The table below shows 2020 consumption versus 2019 consumption



## 8 Health and Safety Management

Incident	2020	V 2019
Near Miss	172	+ 34
Accidents	24	(5)
Incidents	11	+ 3
RIDDOR	0	0

### 8.1 Near Misses

- Container wet inside – potential slip hazard. Spillage cleaned
- Flagpole weight. Weight removed
- Supervisor in yard with no Hi-Vis – briefing to ensure Hi-Vis worn at all times in yard
- Irrigation hose on ground – potential trip hazard. Irrigation hose cleared away.
- Cedec tree circles in South Park – trip hazard. Raked as level as possible, but in urgent need of top up.
- No lighting in and around PML yard – look to increase light levels.
- Leaking water boiler in mess area – reported into helpdesk to be fixed

### 8.2 Accidents

- Member of cleaning crew strained back when emptying bin in Beddington Park

### 8.3 Incidents

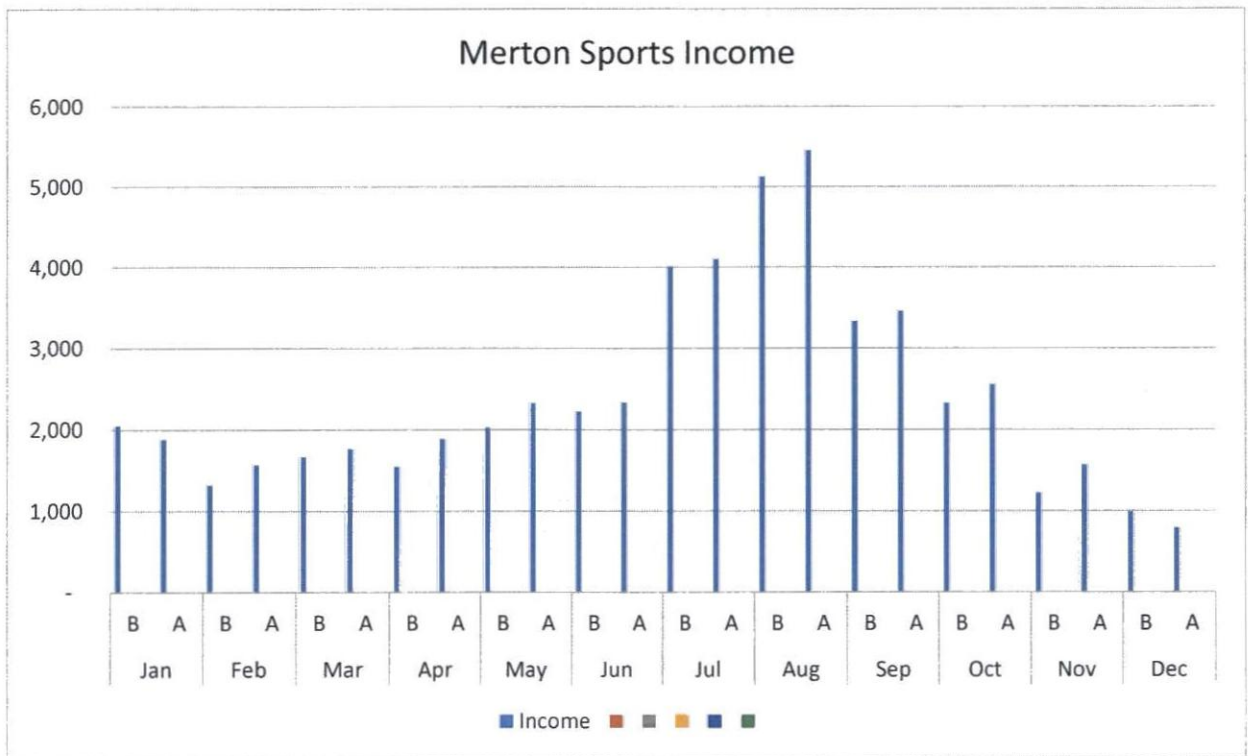
- Attempted break in at Cheam Park depot, external window damaged. No items stolen. Matter reported to Police incident no. 98585.

### 8.4 RIDDOR

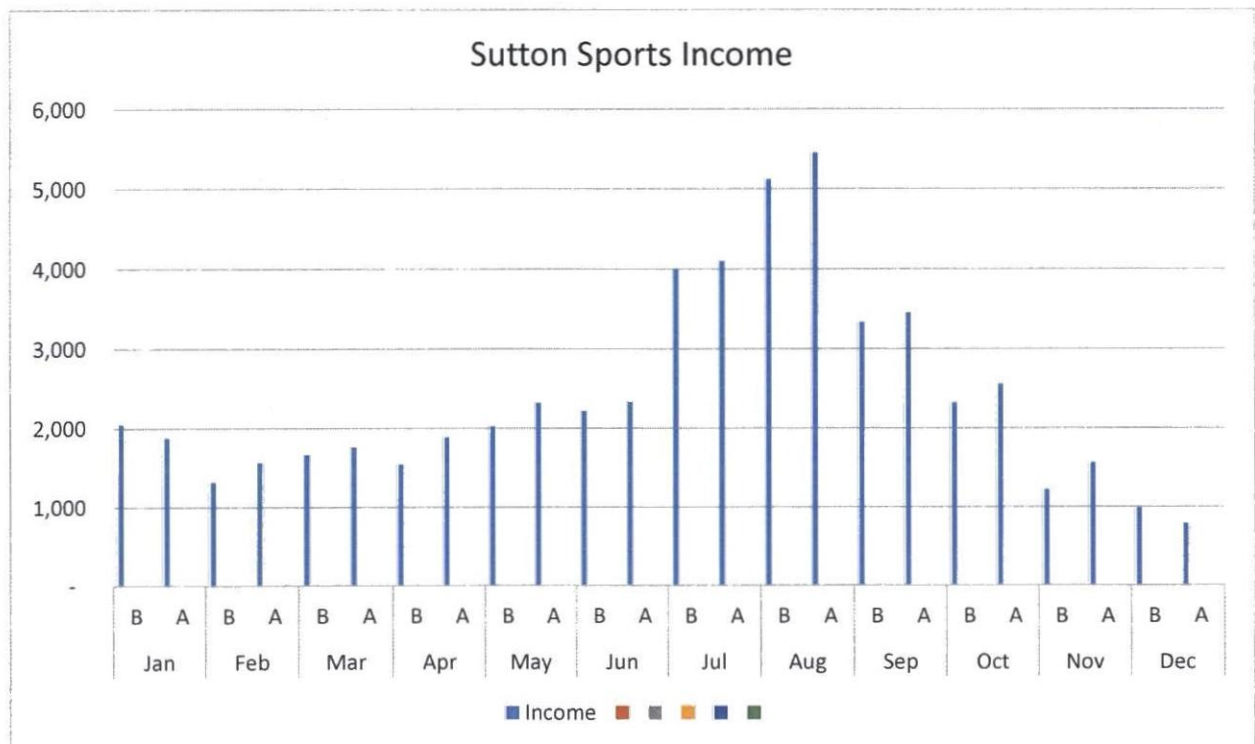
- None

## 9 Commercial Performance

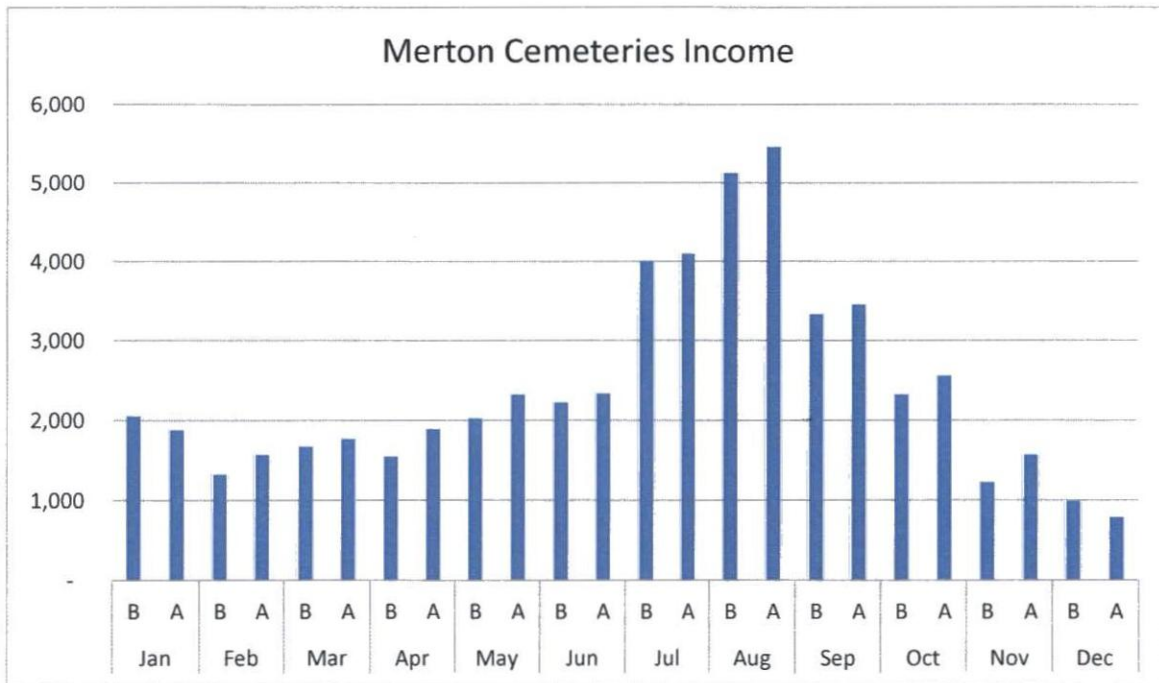
### 9.1 Sports Income – Merton



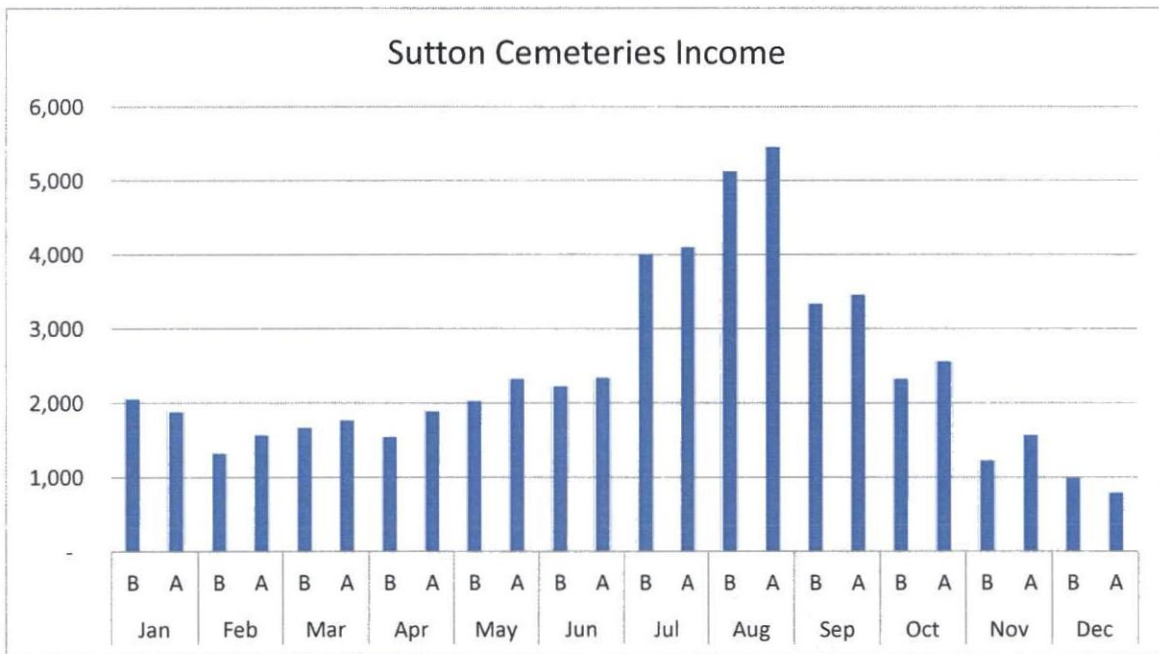
### 9.2 Sports Income – Sutton



### 9.3 Cemeteries Income -Merton



### 9.4 Cemeteries Income – Sutton



Narrative on trading year, details of profit share, investment, promotions and marketing campaigns, new ventures etc.



## 10 Service Performance Indicators

Service Performance Indicators		Rectification Period	Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)	Deduction Refresh Period and refresh deduction value (£)	Actual Deductions
<b>1. Customer satisfaction and complaints</b>					
(a)	The Contractor shall achieve a score in the Customer Satisfaction Survey that is higher than or equal to the baseline Resident's Satisfaction Survey score for Merton of 72%	N/A	5000	N/A	
(b)	The Contractor shall achieve a score in the Customer Satisfaction Survey that is higher than, equal to, the baseline Customer Satisfaction Survey scores for Sutton which are as follows: Parks – All Residents Satisfaction (82%) Parks – Service Users Satisfaction (88%) Playgrounds – All Residents Satisfaction (71%) Playgrounds – Service Users Satisfaction (88%)	N/A	5000 per failure on any one of the satisfaction targets, which shall apply only once upon each survey	N/A	
(c)	The Contractor shall respond to a service request, complaint, enquiry or Request for Information as set out within <b>Schedule 15</b> (Service User Procedure)	N/A	250	£50 per each Working Day	
<b>2. Safety</b>					
(a)	In the event of an emergency the Contractor shall redeploy all necessary resources as directed by the Authorised Officer in accordance with paragraphs <b>Error! Reference source not found.</b> and <b>Error! Reference source not found.</b> of this Specification	N/A	5000	N/A	
(b)	The Contractor shall carry out a risk assessment in accordance with the Contractor's working procedures as set out in <b>Schedule 4</b> (Services Delivery Plan)	N/A	5000	£50 per each Working Day	

Service Performance Indicators		Rectification Period	Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)	Deduction Refresh Period and refresh deduction value (£)	Actual Deductions
(c)	The Contractor shall carry out tasks in line with the applicable risk assessment as set out in <b>Schedule 4</b> (Services Delivery Plan)	N/A	100 per incident	N/A	
(d)	The Contractor shall address (to the Council's reasonable satisfaction) any of the issues highlighted in any health and safety audit in accordance with the recommendations and rectification set out within the audit.	N/A	5000	£1000 per each additional month that issues remain outstanding	
<b>3. Environment</b>					
(a)	The Contractor shall use only those fertilisers, products and materials as set out in <b>Schedule 4</b> (Services Delivery Plan) or as agreed with Authorised Officer	N/A	1000	N/A	
<b>4. Availability of Parks/Services</b>					
(a)	The Contractor shall ensure that all gates at a Site which (in accordance with Appendix C) is to be locked overnight are Open by the Allocated Opening Time.	N/A	£50 per site	£50 per additional half hour after the Allocated Opening Time	
(b)	The Contractor shall close a Site which (in accordance with Appendix C) is to be locked overnight within two (2) hours of the agreed time.	N/A	200 per night, per site	N/A	
(c)	The Contractor shall ensure that a pitch or facility is available for use by a Service User by the agreed time (or the pre-booked time, in the event of booked pitches or facilities)	N/A	250 per pitch or facility or (in the event of booked pitches or facilities) per booking	N/A	
<b>5. Availability of equipment/play features</b>					

Service Performance Indicators		Rectification Period	Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)	Deduction Refresh Period and refresh deduction value (£)	Actual Deductions
(a)	The Contractor shall ensure that an item of equipment or a play feature (for example, a slide or set of swings) is available for use by Service Users during the specified parks operational times (In exceptional circumstances, where an item of equipment cannot be made available due to unavailability of a non-consumable part, a suitable rectification period will be agreed with the Authorised Officer)	1 working day	250 per item	£100 per item per day	
(b)	The Contractor shall ensure that an entire facility (for example, a water play facility or playground) is available for use by Service Users during the time periods agreed with the Authorised Officer	1 working day	1000 per facility	£1000 per facility each subsequent day	
<b>6. Service and standards</b>					
(a)	The Contractor shall meet the requirements as set out in this Specification and <b>Schedule 4</b> (Services Delivery Plan). (Please Note: This deduction is in addition to the full value of the work not completed).		500 per incident	N/A	
<b>7. Records and reporting</b>					
(a)	The Contractor shall comply fully with its obligations set out in paragraphs [1, 2, 3, 7, 8, 9] of <b>Schedule 6</b> (Reporting Requirements)	1 working day	500	£100 per each subsequent working day	
(b)	The Contractor shall provide the Weekly Report in accordance with paragraph [4] of <b>Schedule 6</b> (Reporting Requirements)	1 working day	250 per Business Day	N/A	
(c)	The Contractor shall provide the Monthly Report in accordance with paragraph [5] of <b>Schedule 6</b> (Reporting Requirements)	1 working day	500 per Business Day	N/A	



Service Performance Indicators		Rectification Period	Deduction for failure to meet the SPI in £ per incident (unless specified otherwise)	Deduction Refresh Period and refresh deduction value (£)	Actual Deductions
(d)	The Contractor shall provide the Annual Report in accordance with paragraph [6] of <b>Schedule 6</b> (Reporting Requirements)	1 week	1000 per week	N/A	
<b>8. Cemeteries</b>					
(a)	The Contractor shall ensure that a burial plot is prepared and available at the booked burial time in line with the Specification and <b>Schedule 4</b> (Services Delivery Plan)	N/A	10000 per incident	N/A	
<b>9. Maintaining appropriate training</b>					
(a)	The Contractor shall implement an annual appraisal process for all staff. This will identify individual training needs to ensure staff are appropriately trained to deliver the service. The Contractor will arrange suitable training to address training needs identified in accordance with paragraph <b>Error! Reference source not found.</b> of this Specification.	1 month	1000 per member of staff	£100 per individual per subsequent month	
<b>10. Stakeholders and Communication</b>					
(a)	The Contractor shall adhere to the provisions and principles of <b>Schedule 4</b> (Services Delivery Plan) and <b>Schedule 16</b> (Communications Strategy) with regard to working with Organised Groups and stakeholders		2000 [per annual reporting review]	N/A	



**SCHEDULE 7**

**Parent Company Guarantee**

**Dated:**

**2017**

**THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF CROYDON (1)**

**and**

**IDVERDE SAS (2)**

---

**PARENT COMPANY GUARANTEE**  
**relating to a Contract for Grounds Maintenance Services**

---

THIS DEED is dated

2017

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CROYDON** of Bernard Weatherill House, 8 Mint Walk, Croydon, CR0 1EA (the "**Council**"); and
- (2) **IDVERDE SAS** (registered in France under company number 339 609 661 Nanterre) whose registered office is at 38 Rue Jacques Ibert, 92300 Levallois-Perret, Paris) (the "**Guarantor**")

**NOW IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATIONS**

In this Deed where the context so admits:

1.1 The following expression shall have the following meanings:

**"Contract"**

means the contract dated on or about the date of this Deed between the Council and the Contractor under which the Council has engaged the Contractor to provide ground maintenance services and any other amendments agreed by the Contractor and the Council during the period of this Deed;

**"Contractor"**

means Idverde Limited (company registered number 03542918) whose registered office is at Landscapes House, 3 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, West Midlands, CV5 9AB;

**"Expiry"**

means the date when the obligations of the Contractor expire under the Contract;

**"Guarantor's Agent"**

the Guarantor's agent for service in England, as set out in Clause 8.1 of this Deed, or the substitute agent appointed in accordance with Clause 8.2 of this Deed;

**"Services"**

has the meaning given to it in the Contract.

1.2 **Successors in Title**

The Council and the Guarantor shall include both parties' successors in title and assigns.

1.3 **Headings**

The headings in this Deed are inserted for convenience only and shall be ignored in construing the terms and provisions hereof.

#### **1.4 Joint and Several**

Where there are two or more persons included in the expressions "Guarantor" or "Council" then such expressions shall include the plural number and any obligations expressed to be made by or with such party hereunder or pursuant hereto shall be deemed to be made and undertaken by such persons jointly and severally.

### **2 GUARANTEE AND INDEMNITY**

2.1 The Guarantor irrevocably and subject to the terms of this Deed:

2.1.1 guarantees to the Council the full and due performance of all of the Contractor's duties and obligations under the Contract;

2.1.2 guarantees to the Council that, in the event of a breach of the Contract by the Contractor (which for the purposes of this Deed shall include any default, occurrence or omission by the Contractor), the Contractor shall, subject to the provisions of this this Deed satisfy and discharge in full any sum, loss, debt, damage, interest, cost or expense sustained or incurred by the Council due and payable as a result of the Contractor's breach pursuant to and in accordance with the provisions of or by reference to the Contract. For the avoidance of doubt the decision of a court or tribunal of competent jurisdiction or agreement reached between the Contractor and the Council shall be binding on the Guarantor.

2.2 If the Contractor:

2.2.1 fails to observe or perform any of its duties or obligations to the Council under the Contract;

2.2.2 breaches the Contract (which for the purposes of this Deed shall include any default, occurrence or omission by the Contractor); or

2.2.3 fails to pay any sum, loss, debt, damage, interest, cost or expense due from the Contractor to the Council under or in connection with the Contract,

then the Guarantor (as a separate and independent obligation and liability from its obligations and liabilities under Clause 2.1 of this Deed) shall indemnify the Council from and against all loss, debt, damage, interest, cost or expense sustained or incurred by the Council by reason of any such failure, breach or non-payment, as well as all reasonable costs and expenses (including, without limitation, legal costs) incurred by the Council in the recovery of money that has properly fallen due to the Council in accordance with the terms of this Deed together with any interest which by operation of law has accrued on such sums from the date of demand until actual payment.

### **3 WARRANTIES**

The Guarantor warrants that, as of the date of this Deed:

- 3.1 it has the power, authority and legal right to incur the obligations under this Deed and to execute and deliver and to perform and observe the terms and provisions of this Deed;
- 3.2 this Deed has been duly and validly executed and delivered by the Guarantor to the Council and constitutes a legal, valid, binding and enforceable obligation on the Guarantor; and
- 3.3 all necessary action has been taken and all authorisations required have been obtained by the Guarantor to authorise the Guarantor's execution, delivery and performance of this Deed.

#### **4 AMENDMENTS TO THE CONTRACT**

The Contract may be modified, amended or supplemented in any way (including but not limited to the scope of the Services) without the Guarantor's consent and references to the Contract in this Deed shall include all such modifications, amendments or supplements whether made before or after the date hereof. The Guarantor's liability under this Deed (which includes the Contractor's duties, obligations and liabilities under the Contract as modified, amended or supplemented) shall not be affected by:

- 4.1 any such modification, amendment or supplement; or
- 4.2 any invalidity, avoidance or unenforceability for any reason whatsoever or full or partial termination of the Contract or the Services; or
- 4.3 any waiver, concession, allowance of time, compromise or forbearance given to, or made with, the Contractor. The terms of this Deed shall apply to the terms of any such compromise as they apply to the Contract.

#### **5 EXTENT OF GUARANTOR'S LIABILITY**

- 5.1 The Guarantor's liability under this Deed shall not exceed the obligations or liabilities assumed by the Contractor under the Contract.
- 5.2 This Deed of Guarantee creates a continuing guarantee which shall remain in force until all obligations of the Contractor under the Contract have been satisfied.

#### **6 ASSIGNMENT**

- 6.1 The Council shall be entitled to assign the benefit of this Deed to any party to whom it assigns its interest in accordance with the Contract but not otherwise provided the Guarantor and Contractor shall be entitled to receive notice of such assignment in writing within a reasonable period of the assignment taking place.
- 6.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed without the prior written consent of the Council This Deed shall be binding on the Guarantor's successors in title.

## **7 SEVERANCE**

If any provision of this Deed is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed had been executed without such invalid, illegal or unenforceable provision.

## **8 GUARANTOR'S UK AGENT**

8.1 The Guarantor hereby irrevocably appoints as its agent Halco Nominees Limited for the purpose of receiving service of any proceedings, at the following address:

Company Secretarial (for the attention of Alexandra Jones)  
Halco Nominees Limited  
5 Fleet Place  
London  
EC4M 7RD

8.2 If for any reason the Guarantor's Agent ceases to be able to act as such or no longer has an address in England, the Guarantor irrevocably agrees to appoint a substitute agent reasonably acceptable to the Council and to deliver a copy of such new agent's acceptance of that appointment within 30 days.

## **9 NOTICES**

9.1 Any demand, notice or other communication given in by the Council in connection with or required by the Guarantee shall:

9.1.1 be made in writing (entirely in the English language);

9.1.2 set out the reasons for any such demand or such notice or communication; and

9.1.3 be delivered to, or sent by pre-paid first class post to the Guarantor's Agent at the address specified in Clause 8.1 of this Deed (or such other address as may be notified to the Council in writing, and acknowledged in writing by the Council from time to time).

9.2 Any notice or other communication given in by the Guarantor in connection with or required by the Guarantee shall:

9.2.1 be made in writing (entirely in the English language);

9.2.2 set out the reasons for any such notice or communication;

9.2.3 be delivered to, or sent by pre-paid first class post to the Council's registered address (or such other address as may be notified to the Guarantor in writing from time to time), marked for the attention of the Authorised Officer (as such term is defined in the Contract) for the Contract.

## **10 JURISDICTION**

- 10.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 10.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

## **11 COUNTERPARTS**

- 11.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.



**IN WITNESS** whereof this Deed has been duly executed and delivered as a deed on the date stated above.

**THE COMMON SEAL OF** )  
**THE MAYOR AND BURGESSES** )  
**OF THE LONDON BOROUGH** )  
**OF CROYDON**

was hereto affixed in the presence of:

-----  
Authorised Signatory

Seal Number:

**SIGNED** as a **DEED** by ..... )  
..... as attorney for **IDVERDE** )  
**SAS** under a power of attorney dated )  
..... January 2017:

-----  
Attorney signature

as attorney for **IDVERDE SAS**

In the presence of:

-----  
Witness signature

-----  
Witness name

-----  
Witness address

-----  
Witness occupation

## **SCHEDULE 8**

### **Commercially Sensitive Information**

The Contractor considers the following content to be 'Commercially Sensitive Information':

- the Base Case;
- **Schedule 2** (Mobilisation Plan);
- **Schedule 4** (Services Delivery Plan);
- **Schedule 5** (Payment Mechanism);
- **Schedule 13** (Third Party Income);
- **Schedule 14** (Estimated Restructure Costs); and
- **Schedule 17** (ICT Implementation Plan).

**SCHEDULE 9**

**Council Assets**

<b>Schedule 9 Council Assets</b>			
<b>Item</b>	<b>No.</b>	<b>Purchase Date</b>	<b>Keep</b>
Large trailed chipper	1	not known (n.k.)	Keep
Ransom Triple	1	2002	Keep
Major mowers trailed	4	2011 x 2 and 2015 x2	Keep
tractor mounted flails	2	2011 & n.k.	Keep
small tractor mounted hedge cutters	1	2012	Keep
tractor mounted rotavator	1	2009	Keep
tractor mounted post hole borer	1	1993	Keep
Iseki yard tractor	1	n.k.	Keep
large tractor Marston trailers 5 ton	2	2006 & 2010	Keep
tilt body van trailers	3	2007	Keep
flat bed van trailer	1	2007	Keep
caged van trailer	1	n.k.	Keep
water bowsers	2	2010 & 2013	Keep
trailed Billy goat sweeper	1	2007	Keep
tractor mounted blower	1	2012	Keep
small shredders	2	2013	Keep
trailed jet washer	1	n.k.	Keep
McCormick CX85 Tractor	1		Keep

McCormick CX85 Tractor	1		Keep
Case JXU 90 tractor	1		Keep
Case Tractor Front loader	1		Keep
Massey Ferguson Tractor	1		Keep
Parmitor Folding Harrow	1		Keep
Major Rota Deck grasscutter	1		Keep
Hazelwood Trailer	1		Keep
Hazelwood Trailer	1		Keep
Williams Flat Bed Trailer	1		Keep
John Deere Flail	1		Keep
Super Gill seeder	1		Keep
Hyster Forklift Truck	1		Keep
Front loading bucket for McCormick	1		Keep
Vibrating Roller	1		Keep
Turner Flail	1		Keep
Spearhead Flail	1		Keep
Amazone contravator	1		Keep
Gandini tractor mounted wood chipper	1		Keep
Saburu Generator	1		Keep
Ransomes Parkway 2250 plus	1		Keep
Ransomes Parkway 2250 plus	1		Keep
Ransomes Parkway 2250 plus	1		Keep

Trenchman 150	1		Keep
Hole Borer	1		Keep
Blec Grader Blade	1		Keep
Post hammer	1		Keep
Earth Quake Deep Spiker	1		Keep
Sisis Mega Slit	1		Keep
Hayter Gang Unit TM749	1		Keep
Hayter Gang Unit TM749	1		Keep
Hayter Gang Unit TM749	1		Keep
Water Bowser	1		Keep
Camon Shredder C300	1		Keep
Timberwolf Woodchipper TW190T	1		Keep
Imants Rota Knife Slitter MK11	1		Keep
Blec Uni Seeder	1		Keep
Tractor Tipper Trailer 6 tonne	1		Keep
Tractor Tipper Trailer 6 tonne	1		Keep
Tractor Tipper Trailer	1		Keep
Mono Range 10 tonne Trailer	1		Keep
Kubota RTV 900 4 x 4 truck	1		Keep
Kubota RTV 900 4 x 4 truck	1		Keep
Billy Goat Outback Brush wood cutter	1		Keep
Clarke Generator F9510065	1		Keep

Clarke Generator F9510065	1		Keep
Muthing Flail	1		Keep
Medusa/Kohler generator	1		Keep
Camon rotavator	1		Keep
Stihl Chainsaw MS 261	1		Keep
Stihl Chainsaw MS 341	1		Keep
Stihl Chainsaw MS 440	1		Keep
Stihl Chainsaw MS 440	1		Keep
Stihl chainsaw MS 269	1		Keep
Indespension Trailer	1		Keep
Indespension Trailer	1		Keep
Stihl Long Arm Pole Saw	1		Keep
Stihl Long Arm Hedge Cutter	1		Keep
Stihl Long Arm Hedge Cutter	1		Keep
Stihl HS Hedge Cutter	1		Keep
Stihl HS Hedge Cutter	1		Keep
Stihl BR 430 Blower	1		Keep
Stihl BR 430 Blower	1		Keep
Stihl BG 86 C Hand Blower	1		Keep
Stihl BG 86 C Hand Blower	1		Keep
Stihl FS410C Strimmer	1		Keep
Stihl FS410C Strimmer	1		Keep

Stihl HL 100 long handled hedge trimmer	1		Keep
Stihl HS 86R Hedge cutter	1		Keep
John Deere 1445	1		Keep
John Deere 1545	1		Keep
Ransommes Triple Highway Plus	1		Keep
Stihl Hedge cutter	1		Keep
Stihl Strimmer FS460C	1		Keep
Stihl Strimmer FS460C	1		Keep
Kawasaki Fido Truck	1		Keep
John Deere Gator	1		Keep
John Deere Gator	1		Keep
John Deere Gator	1		Keep
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John Deere Gator	1		Keep
Brouwer Roller	1		Keep
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Brouwer Roller	1		Keep
Graden	1		Keep
Graden	1		Keep
Sisis auto rake	1		Keep
Sisis auto rake	1		Keep
Sisis Robbi sweeper	1		Keep
Sisis Robbi sweeper	1		Keep
Hustler Shortcut 500	1		Keep
Hustler Shortcut 500	1		Keep
Challenger Trailer	1		Keep
Hazlewood Trailer	1		Keep
Wessex Trailer	1		Keep
Fraser Trailer	1		Keep
Turfco Topdresser	1		Keep
Overton leaf sucker	1		Keep
Overton leaf sucker	1		Keep
Scout chem sprayer	1		Keep
Scout chem sprayer	1		Keep
Team Chem sprayer	1		Keep

Kubota G18 cut and collect	1		Keep
Kubota GBX 200	1		Keep
Technicor spiker	1		Keep
AS Rotary Mower	1		Keep
AS Rotary Mower	1		Keep
John Deere edger	1		Keep
John Deere edger	1		Keep
John Deere edger	1		Keep
Dennis Mower 61	1		Keep
Dennis Mower 61	1		Keep
Dennis Mower 61	1		Keep
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Dennis Mower 51	1		Keep
Protea Mowers	1		Keep
Protea Mowers	1		Keep
Ransommes Matador	1		Keep
Ransommes Matador	1		Keep
Ransommes Marquis	1		Keep
Ransommes Marquis	1		Keep
Ransommes Marquis	1		Keep
Ransommes Marquis	1		Keep
Ransommes Marquis	1		Keep
Ransommes Marquis	1		Keep
Ransommes Super Certes	1		Keep
Ransommes Super Certes	1		Keep
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Stihl strimmers	1		Keep
Stihl Blower	1		Keep

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Stihl Blower	1		Keep
Stihl Blower	1		Keep
Stihl Hedge Cutter	1		Keep
Stihl Hedge Cutter	1		Keep
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Stihl Hedge Cutter	1		Keep
Stihl Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Longarm Hedge Cutter	1		Keep
Stihl Pole Saw	1		Keep
Stihl Pole Saw	1		Keep
Stihl Pole Saw	1		Keep
Stihl Pole Saw	1		Keep
Stihl Pole Saw	1		Keep
Stihl Pole Saw	1		Keep
Stihl Pole Saw	1		Keep

Stihl Pole Saw	1		Keep
Strimmers working	4	2011	Keep
Blowers	7	pre 2010	Keep
Brush cutters	4	2011	Keep
Hedge cutters	6	2011	Keep
Long arm hedge cutter	1	2014	Keep
Chainsaw	3	pre 2010	Keep
JCB mini digger for graves	1	1996	Keep
Kubota digger for graves	1	2008	Keep
Wright stand on mower	2	2011	Keep
Kubota ride one mower working	1	pre 2008	Keep
Kubota ride on mower not working	1	pre 2008	Keep
Compressor	2	pre 2008	Keep
Rotator mini	1	pre 2008	Keep
Water pumps working	1	2008	Keep
Wacker plate	1	2010	Keep
Cement mixer	1	2010	Keep
Generator	1	2010	Keep
Haterete working		pre 2008	Keep
Kango	1	pre 2008	Keep
Post auger	1	pre 2008	Keep
Easy go truck	1	2005	Keep



Thwaites Dumper Truck	1	2010	Keep
MSJC Assets			
Wright Stander mower.48"cut	1	2004	Keep
Kubota 3 tonne excavator	1	2010	Keep
Wright Stander mower 36"cut	1	2004	Keep
Kubota tractor	1	2004	Keep
Thwaites dump truck	1	2011	Keep
Ransomes Matador mower	1	2000	Keep
Hayter pedestrian mowers	3	2000	Keep
Hayter Hawk pedestrian mowers	3	1995	Keep
Stihl FS400 strimmers	4	2014	Keep
Stihl FS100 strimmers	2	2014	Keep
Stihl pole saw	1	2002	Keep
Stihl long arm hedge cutter	1	2005	Keep
Stihl hedge cutter	1	2002	Keep
Stihl chain saw	1	2011	Keep
Ryobi leaf vac / blower	1	2009	Keep
Stihl back pack blowers	2	2005	Keep
Stihl hand held blower	1	2014	Keep
Alko small rotavator	1	2008	Keep
Kew jet washer	1	1995	Keep
Honda water pump	1	2008	Keep

Bad Boy 48"cut stand on mower	1	2013	Keep
Air Compressor	1	2009	Keep
De walt hammer drill	1	2010	Keep

**SCHEDULE 10**

**Base Case and Revision of Base Case**

**Part 1: Base Case**



## Part 2: Base Case Instructions

Worksheet/ Reference to financial Model Guidance Notes	Main Features and Assumptions
P&L Balance Sheet & Cash flow	The data for this worksheet is linked to the proforma summary worksheet
P&L Balance Sheet & Cash flow	This worksheet facilitates the calculation of real and nominal cash flow values. See the note section from cell O182 to V185 contained within the "P&L Balance sheet and cash flow" sheet for guidance on how to evaluate the real data further if there are changes to the model inputs
P&L Balance Sheet & Cash flow	The Profit & Loss Account, Balance sheet and Cashflow are presented in an IFRS format. Workings are shown in the rows 91 to 193 with links to other areas of the workbook.
P&L Balance Sheet & Cash flow	IRR is calculated from the series of cash flows generated, using a 5% discount rate. This can be amended in the IRR calculation if required using cells C190 & C193
P&L Balance Sheet & Cash flow	Assets financed under finance leases are assumed to be over 4 years
1.3 Financing Terms	An assumption has been included to purchase 90% of fixed assets under Hire Purchase agreements, with the annual rate of interest on capital payments set at 5%. All other working capital funding is assumed to come from surplus cash reserves within IDV. All interest rate risks are to be borne by IDV.
1.5 Working Capital	The model assumes that at the end of each accounting period, the equivalent of two months sales and purchases are outstanding. For example, it is assumed that payments will be received on the 1st working day of the month, therefore, as at the end of March, February would be outstanding plus March. The same assumption applies to purchases for consistency.
1.6 Insurance	The model displays the costs for insurance and the nature of such. The "Proforma Pf3 - Pf11" sheet shows the annual costs of insurance for each service stream. The sheet labelled "Contract overheads" shows the base assumption rates for Employers and Public liability insurance on row 38. Vehicle insurance is shown in Column O of the "Vehicles Plant & Equipment" sheet
1.8 Accounting and Tax treatment	All values have been shown net of VAT in the financial model
Proforma Summary	Summary and check sheet to summarise all of proforma values and calculate indexation levels.
Proforma Pf3 - Pf11	Replica of all proformas Pf3 to Pf11 duplicated all on one sheet to collect all costs from other model sheets before transferring to actual Proformas, showing the monthly breakdown for the first 3 years and semi-annually thereafter.
Additional Income Calculation	IDV Sheet to calculate indexed Additional Income for input into Pf13. See section 2.3 of the submission for the rationale behind our commitments to additional sports income. Also in this TAB is a copy of the model which supports our unique Adventure Golf investment proposal. Please note that we took the deliberate decision not to include the CAPEX for the Adventure Golf in the project funding pro-forma as to do so would be completely misleading. This proposal is for a stand alone, separately funded business which will pay a concession fee to the Boroughs (included in the guaranteed additional income). We can include it during the clarification period if you disagree with this decision
Productivity List	IDV standard library of productivities for all grounds maintenance related tasks. Productivity Codes are input into "Scheduled Work Pricing" sheet which then looks up related productivity from this library.
Materials	IDV standard library of materials costs, costs are allocated against tasks in Productivity List and then carried to "Scheduled Work Pricing" sheet when productivity code is allocated to a task.
Sales Profile	Summarise Monthly Sales per Service per Council. Sales taken from "Schedule Work Pricing" and calculates proportion of sales per service, which is then used to apportion other costs in the Proformas
Overhead Apportioning	Calculates apportionment of central and contract overheads against each service and Council for distribution to proformas
Staff Apportioning	Calculates Staff Numbers and Costs per Service based on data in "Scheduled Work Pricing" for distribution into Proformas
Vehicle Apportioning	Calculates Vehicle Numbers and Costs per Service based on data in "Team Structure & Profile" for distribution into Proformas
Plant Apportioning	Calculates Plant & Equipment Numbers and Costs per Service based on data in "Vehicles, Plant & Equipment" for distribution into Proformas
Capital Programme	Profiles capital requirements over contract duration based on costs from "Vehicles, Plant & Equipment" and profiles across each service, then carried to proforma. Allows input of other one-off capital costs if necessary.
Transformation Programme	Input of on-off transformation costs when required over contract duration, for transposition to proformas.
Staff Churn	Input sheet to predict staff turnover during contract period based on assumed retirement age of 68, calculates % increase/decrease in salary costs based on staff turnover.
Living Wage Calc	Information only sheet for demonstrating potential effect of LLW and NLW

Main Inputs	Standard IDV modeling sheet used to hold main variables and constants used in calculating costs.
Static Site Calcs	Calculation sheet to determine the number of "unproductive" hours that will require pricing at the sites with proposed permanent presence. Calculated hours carried to "Scheduled Work Pricing" for costing.
Scheduled Work Pricing	The central driver of the resources estimating model. It contains the Annual Works Programme, which is essential for the estimate of resources in a highly seasonal business (Columns N to Z) used to apply productivities, teams, materials, and plant & equipment against all individual tasks and sub tasks required, calculates the variable cost by task and distributes fixed costs for all of these proportionately against each task. (the facility exists to alter the allocation of fixed costs depending upon client tendering instructions (this facility not used for this submission)
Team Structure and Profile	Summarises staff requirements based on team allocations and productivities used in "Scheduled Work Pricing". Calculates the staff numbers required per allocated team on a monthly basis allowing efficient staff profiling of the seasonal service. There is also a graph which demonstrates the "labour resource headroom" by month. That is the difference between actual work hours required and the total to be provided as calculated by the model, which takes into account automatically additional hours required for holidays, sickness training and other contingencies introduced by the estimator.
TUPE Operatives	Reference sheet to input all relevant operative staff information to calculate average costs per TUPE employee to be used in calculating overall labour costs
Labour Rate Calculation	Input sheet to calculate weighted average labour rate per hour based on staff required from "Team Structure & Profile" and using labour costs from "TUPE Operatives" and "Main Inputs"
Vehicles, Plant & Equipment	The extensive IDV library sheet containing all items of plant & equipment that could possibly be required. The Active content of the model allows the estimator to select from the list, machinery most appropriate to each task at the Scheduled Work Pricing TAB. Machinery selections are always reviewed by our company engineer.
Budget	IDV Standard Summary sheet to demonstrate first year budget based on costs and sales calculated in "Scheduled Work Pricing"
TUPE Management	As per "TUPE Operatives" above but specifically for management and administration staff.
Contract Overheads	Input Sheet for Itemised Contract Overhead costs and any other costs that cannot be directly linked to a task in "Scheduled Work Pricing". Total costs included in this sheet are then distributed across all items in "Scheduled Work Pricing" NB all these costs are costs incurred exclusively in the delivery of the contract This should not be confused with company central overhead which is included which the margin in the next TAB
Tender Summary	IDV Standard summary sheet to demonstrate overall contract costs, central overhead, margin and sales

### **Part 3: Revision of Base Case**

#### **1 DEFINITIONS**

In each part of this **Schedule 10** (Base Case and Revision of Base Case) the following expressions (in addition to those specified in **clause 1** of the Conditions of Contract) shall, save where the context or express provisions of this Contract otherwise requires or admits, have the following meaning:

**Base Case Change Date** means the date that any revisions to the Base Case become effective as agreed by the Parties pursuant to paragraph 3.2 of this **Schedule 10** (Base Case and Revision of Base Case).

**Change in Costs** means in respect of any Relevant Event, the effect of that Relevant Event (whether of a one-off or recurring nature, and whether upward or downward) upon the actual or anticipated costs (without double counting). In the event of a downward variation in costs, the relevant cost to be deducted in respect of such Relevant Event shall be the cost identified in the current version of the Base Case. In the event of an upward variation in costs, the relevant cost to be added in respect of such Relevant Event shall be the actual cost (supported by evidence, such as, for example, an invoice). The Parties may use and/or refer to the Change Mechanism as a tool to assist it in identifying the Change in Costs.

**Change in Revenue** means in respect of any Relevant Event, the effect of that Relevant Event (whether of a one-off or recurring nature, and whether positive or negative) upon the actual or anticipated Third Party Income (without double counting). In the event of a downward variation in revenue, the relevant revenue to be deducted in respect of such Relevant Event shall be the revenue identified in the current version of the Base Case.

**Estimated Change in** means in respect of any Relevant Event the aggregate



**Project Costs** of any estimated Change in Costs and/or (without double counting) Change in Revenue (as relevant).

**Relevant Event** means a Council Variation or a Contractor Variation or any other significant event agreed between the Parties, in writing, to be a 'Relevant Event'.

## **2 APPLICATION – PURPOSE OF THIS SCHEDULE 10 (BASE CASE AND REVISION OF BASE CASE)**

This **Schedule 10** (Base Case and Revision of Base Case) describes the arrangements agreed by the Parties in relation to:

- (a) the process and principles of adjustment to be followed in order to make an adjustment to the Monthly Contract Payment (or any component thereof), facilitated by an adjustment to the Base Case, due to a Relevant Event or a determination in accordance with the Dispute Resolution Procedure;
- (b) the custody of the Base Case; and
- (c) any dispute arising in relation to making an adjustment to the Base Case.

## **3 REVISIONS TO THE BASE CASE**

- 3.1 Where the Parties agree that the financial consequences of any Relevant Event or the payment of or release from any sum are best dealt with without an immediate revision to the Base Case (for example, when there is an urgent service change and there is not sufficient time to revise the Base Case), they shall agree to make such revision to the Monthly Contract Payment as necessary on a one-off basis. Such change shall, on next occasion that there is a revision to the Base Case in accordance with this **Schedule 10** (Base Case and Revision of Base Case), be consolidated as an update to the Monthly Contract Payment and Base Case.
- 3.2 Prior to making any changes to the Base Case, the Parties shall agree the Base Case Change Date for the change and the basis of the revision to the Base Case.

3.3 In agreeing the Estimated Change in Project Costs and in agreeing other adjustments to be made to the Base Case arising from a Relevant Event, the Parties shall be entitled to take into account:

- (a) any Change in Costs and Change in Revenue; and
- (b) the Base Case Change Date,

and the Contractor shall take all reasonable and appropriate steps (in the opinion of the Authorised Officer) to mitigate the effects of any revision including, in particular but without limitation, mitigating any adverse impact upon the Council, adhering to the provisions of **clause 24.5** (Variations) of the Conditions of Contract, and the principles set out in **clause 40** (Annual Review) of the Conditions of Contract.

3.4 If the Base Case is to be revised, the Contractor shall, at its own cost (such cost not to be included, directly or indirectly, in the Base Case), revise the Base Case in accordance with the principles of adjustment set out in paragraph 4 of this **Schedule 10** (Base Case and Revision of Base Case) and submit to the Council a revised Base Case for approval within fifteen (15) Business Days of the Base Case Change Date, or by such other date agreed between the Parties.

3.5 The revised Base Case produced pursuant to paragraph 3.4 of this **Schedule 10** (Base Case and Revision of Base Case) shall, when it is approved in writing by the Council, become the Base Case for the purposes of this Contract until its further amendment in accordance with this Contract.

3.6 The Contractor shall ensure that each iteration of the Base Case is provided with a unique version number and date.

3.7 Following agreement of the revised Base Case, the Contractor shall deliver copies of the revised Base Case to the Council in accordance with the provisions of paragraph 5.1 of this **Schedule 10** (Base Case and Revision of Base Case), having observed the necessary version control requirements set out in paragraph 3.6 of this **Schedule 10** (Base Case and Revision of Base Case).

3.8 Downward adjustments to the Monthly Contract Payment shall take effect immediately from and including the Base Case Change Date. Upward adjustments to the Monthly Contract Payment shall take effect from the later of: (i) the Base Case Change Date; or

(ii) the date upon which the Contractor delivers copies of the revised Base Case to the Council in accordance with paragraph 5.1 of this **Schedule 10** (Base Case and Revision of Base Case).

3.9 If the Contractor does not perform the revisions required by, and in accordance with this **Schedule 10** (Base Case and Revision of Base Case), the Council may do so and determine the revised Monthly Contract Payment accordingly. All costs incurred by the Council in doing so shall be payable by the Contractor to the Council on demand as a debt, and the Council may exercise its right to set off such liability in accordance with **clause 56** of the Conditions of Contract.

#### **4 PRINCIPLES OF ADJUSTMENT**

4.1 The following principles shall be followed in revising the Base Case:

- (a) wherever possible the revision shall be carried out without altering the logic, formulae, inputs and assumptions incorporated in the Base Case in any way whatsoever and only data such as costs incurred by the Contractor and the timing and amounts of any related funding drawdowns shall be changed (and, in the event that a variation in costs requires a variation in funding, then the Parties shall meet to agree how such variation in funding shall be dealt with and the Base Case shall be adjusted accordingly to reflect this);
- (b) where it is agreed it is necessary to amend the logic, formulae, inputs and assumptions incorporated in the Base Case to permit structural revisions to be made, this shall be carried out to the minimum extent necessary;
- (c) where any amendment is made to the logic, formulae, inputs and assumptions incorporated in the Base Case, the Base Case, as amended shall first be run with the data included in the Base Case immediately prior to amendment to ensure that the outputs from the Base Case as amended correspond to the outputs immediately prior to amendment (including the Contractor's targeted operating margin as set out in cell E41 of the sheet entitled 'Pf 2 – Finance Plan' in the Base Case (which is six percent (6%) in nominal terms)); and
- (d) unless expressly agreed by the Parties in writing, the Contractor shall not be permitted to backdate any increase in the Monthly Contract Payment as a result of a Relevant Event or any Change in Costs or Change in Revenue.

- 4.2 The Contractor shall target an operating margin of five percent (5%) throughout the Contract Period, calculated in accordance with the principles of the original Base Case (as at the Contract Date).
- 4.3 The Contractor acknowledges and accepts that, in adjusting the Base Case, it shall not recover, or set off, any actual or anticipated liability in respect of tax or inflation, unless otherwise agreed in writing with the Authorised Officer.
- 4.4 Any amendment to the logic, formulae, inputs and assumptions incorporated in the Base Case shall be fully recorded so that the manner in which the revised Monthly Contract Payment is calculated can be readily verified. The Contractor shall maintain an up to date log of all changes to each version of the Base Case, to include (as a minimum) a summary of the key data in each version of the Base Case, including revenue, profit, income share costs and targeted rate of return and the calculations made (including references to specific cells, rows or sheets, as applicable, for each) in order to produce such data and the rationale for each change made.
- 4.5 In adjusting the Base Case the individual prices and rates which make up the Monthly Contract Payment should reflect the Change in Revenue and Change in Costs attributed to the Relevant Event.
- 4.6 Any amendments to the Base Case shall reflect, be consistent with and be made only in accordance with the provisions of this Contract and must be agreed by the Parties in writing.
- 4.7 Where practicable, the Contractor shall use all reasonable endeavours to carry out revisions to the Monthly Contract Payment at the end of a Contract Year in order that the revised Monthly Contract Payment may take effect at the beginning of the next Contract Year.

## **5 CUSTODY ARRANGEMENTS FOR THE BASE CASE**

- 5.1 No later than ten (10) Business Days after any revisions to the Base Case have been effected and agreed with the Council pursuant to paragraph 3.5 of this **Schedule 10** (Base Case and Revision of Base Case), the Contractor shall lodge with the Council two (2) electronic copies on CD-Rom in Microsoft Excel 2007 compatible format (or any media/software that replaces this, as agreed between the Parties from time to time) of each revised Base Case (with instructions for use setting out how to view, verify and

amend the Base Case). The Contractor acknowledges and accepts that, pursuant to paragraph 3.8 of this **Schedule 10** (Base Case and Revision of Base Case), any delay in delivering copies of the revised Base Case to the Council may result in a delay in upward revisions to the Monthly Contract Payment taking effect.

- 5.2 Each version of the Base Case shall be accompanied by a written summary to include a summary of the key data and changes in that version of the Base Case in accordance with paragraph 4.4 of this **Schedule 10** (Base Case and Revision of Base Case), and any other information required by the Council from time to time.
- 5.3 In the event that the Council discovers an error with any Base Case delivered to it pursuant to **clause 26.2** of the Conditions of Contract or paragraph 5.1 of this **Schedule 10** (Base Case and Revision of Base Case), the Council shall notify the Contractor. The Contractor shall amend the Base Case accordingly and no later than ten (10) Business Days after the date of the Council's notice shall deliver two (2) electronic copies on CD-Rom in Microsoft Excel 2007 compatible format (or any media/software that replaces this) of the amended Base Case (with instructions for use setting out how to view, verify and amend the Base Case) to the Council, accompanied by an updated written summary, as necessary. Any adjustments to the Monthly Contract Payment as a result of such amendments shall take effect in accordance with the principles set out at paragraph 3.8 of this **Schedule 10** (Base Case and Revision of Base Case).
- 5.4 Either party shall have the right to inspect and audit the Base Case at their own cost at all reasonable times.

## 6 DISPUTES

- 6.1 Where the Contractor and the Council are unable to agree the revisions to the Base Case (including the actual version of the Base Case to be used prior to the required changes being made) within sixty (60) Business Days of submission of the revised Base Case by the Contractor to the Council (or such other time period as is agreed between the Parties), then the matter shall be determined in accordance with the Dispute Resolution Procedure. If an arbitrator is appointed pursuant to **clause 54** of the Conditions of Contract, the arbitrator shall have the assistance of an independent auditor appointed by agreement between the Contractor and the Council or failing such agreement by the appropriate institution to be named.
- 6.2 Without prejudice to paragraph 6.1, where the Parties are unable to agree any matter arising under this **Schedule 10** (Base Case and Revision of Base Case), either party may refer matters for determination pursuant to the Dispute Resolution Procedure.

**SCHEDULE 11**

**Form of Asset Register**

Reference number	Name/ brief description of asset	Who owns the asset?	Is the asset leased?	Who has title to the asset?	Who is responsible for loss or damage to the asset	What is the approximate value of the asset?	What is the condition/ state of repair/ estimated remaining life of the asset?
1							
2							
3							
4							
5							
6							
7							

## **SCHEDULE 12**

### **Agreed Form Lease**

The agreed form Leases are set out on the disc entitled 'Lot 2 Contract – Agreed Form Leases (Contract Date)' initialled on behalf of the Council and the Contractor on or around the Contract Date.



## SCHEDULE 13

### Third Party Income

#### **Part 1: Sports Pitches and Play and Leisure Facilities Services**

#### **1 KEY PRINCIPLES**

- 1.1 The Contractor shall provide the Sports Pitches Services in accordance with paragraph 6 of **Schedule 1** (Specification) and this **Part 1** of **Schedule 13** (Third Party Income). The Contractor shall provide the Play and Leisure Facilities Services in accordance with paragraph 7 of **Schedule 1** (Specification) and this **Part 1** of **Schedule 13** (Third Party Income).
- 1.2 The Contractor shall provide the marketing, administration and debt recovery function of the Sports Pitches Services and Play and Leisure Facilities Services.
- 1.3 The Contractor shall handle all correspondence (including calls, online enquiries, bookings, written requests and queries made via any other method of communication) with customers and/or potential customers in relation to the Sports Pitches Services and Play and Leisure Facilities Services (whether such correspondence is directly with the customer/potential customer, or is initially forwarded on to the Contractor by the Council or the Boroughs) in accordance with **Schedule 15** (Service User Procedure).
- 1.4 The Contractor shall maintain data on Sports Pitches bookings, income and trends, and shall provide updates on such data (to include pitch subscription numbers) as part of its Monthly Report and Annual Report.
- 1.5 All payments from the Sports Pitches Services customers and the Play and Leisure Facilities Services customers will be made to the Contractor (acting as agent for the Council) and then passed to the Council/Boroughs in accordance with **Schedule 5** (Payment Mechanism).

1.6 The Contractor shall provide each Borough with guaranteed income in respect of the Sports Pitches Services and Play and Leisure Facilities Services in accordance with paragraph 13.1.1 of **Schedule 5** (Payment Mechanism) as set out at lines 1 and 2 of the Base Case excerpt in paragraph 2 below.

1.7 The Contractor shall provide each Borough with a share of any revenue generated from the Sports Pitches Services and Play and Leisure Facilities Services in excess of the total level of guaranteed income as set out at line 3 of the Base Case excerpt in paragraph 2 below. Payments shall be made in accordance with paragraph 14 of **Schedule 5** (Payment Mechanism) and will be net of the cost of the 'Sports Pitches Play and Leisure Manager' (employed by the Contractor) [REDACTED] Contract Year x MPI (where MPI is the indexation factor calculated in accordance with paragraph 19.1.1 of **Schedule 5** (Payment Mechanism)).

**2 BASE CASE: GUARANTEED INCOME, EXCESS REVENUE SHARE AND COSTS**

	1/4/2016		1/4/2017		1/4/2018		1/4/2019		1/4/2020		1/4/2021		1/4/2022		1/4/2023		1/4/2024		
	To	to	To	to	To	to	To	to	To	to	To	to	To	to	To	to	To	to	
	31/3/2016	31/3/2016	31/3/2017	31/3/2017	31/3/2018	31/3/2018	31/3/2019	31/3/2019	31/3/2020	31/3/2020	31/3/2021	31/3/2021	31/3/2022	31/3/2022	31/3/2023	31/3/2023	31/3/2024	31/3/2024	31/3/2024
	1	2	3	4	5	6	7	8											
<b>Guaranteed Income (£)</b>																			
Merton	1																		
Sutton	2																		
<b>Total Guaranteed Sports and Leisure Income</b>	3																		
<b>Excess Share (%)</b>																			
Partnership Share																			

Where GII is the Guaranteed Income Indexation Factor for the relevant Contract Year calculated in accordance with paragraph 19.1.3 of **Schedule 5** (Payment Mechanism).

**Part 2: Cemeteries Services**

**3 KEY PRINCIPLES**

- 3.1 The Contractor shall provide Cemeteries Services in accordance with paragraph 11 of **Schedule 1** (Specification) and this **Part 2** of **Schedule 13** (Third Party Income).
- 3.2 The Contractor shall provide the administration, marketing, sales and debt recovery function of the Cemeteries Services.
- 3.3 The Contractor shall handle all correspondence (including calls, online enquiries, written requests and queries made via any other method of communication) with customers and/or potential customers in relation to the Cemeteries Services (whether such correspondence is directly with the customer/potential customer, or is initially forwarded on to the Contractor by the Council or the Boroughs) in accordance with **Schedule 15** (Service User Procedure).
- 3.4 The Contractor shall maintain records relating to burials and grave sales and shall provide a monthly update on such list as part of its Monthly Report.
- 3.5 All payments from Cemeteries Services customers will be made directly to the Contractor.
- 3.6 The Contractor shall provide each Borough with guaranteed income in respect of the Cemeteries Services as set out at lines 1 and 2 of the Base Case excerpt in paragraph 4 below. Payments shall be made in accordance with paragraph 13.1.2 of **Schedule 5** (Payment Mechanism).
- 3.7 The Contractor shall provide each Borough with a share of any revenue generated from the Cemeteries Services in excess of the total level of guaranteed income as set out at line 3 of the Base Case excerpt in paragraph 4 below. Payments shall be made in accordance with paragraph 14.1.5 of **Schedule 5** (Payment Mechanism).

**4 BASE CASE: GUARANTEED INCOME, EXCESS REVENUE SHARE AND COSTS**

Contract Year:	1/4/2017	1/4/2018	1/4/2019	1/4/2020	1/4/2021	1/4/2022	1/4/2023	1/4/2024
	to	to	To	to	to	to	to	to
	31/3/2018	31/3/2019	31/3/2020	31/3/2021	31/3/2022	31/3/2023	31/3/2024	31/3/2025
	1	2	3	4	5	6	7	8
<b>Guaranteed Income (£)</b>								
<i>Merton</i>	1							
<i>Sutton</i>	2							
<b>Total Guaranteed Cemeteries Income</b>	3							
<b>Excess Share (%)</b>								
<i>Merton and Sutton</i>								

Where *GII* is the Guaranteed Income Indexation Factor for the relevant Contract Year calculated in accordance with paragraph 19.1.3 of **Schedule 5** (Payment Mechanism).

**Part 3: Additional Income Payment (Relating to Adventure Golf)**

**5 KEY PRINCIPLES**

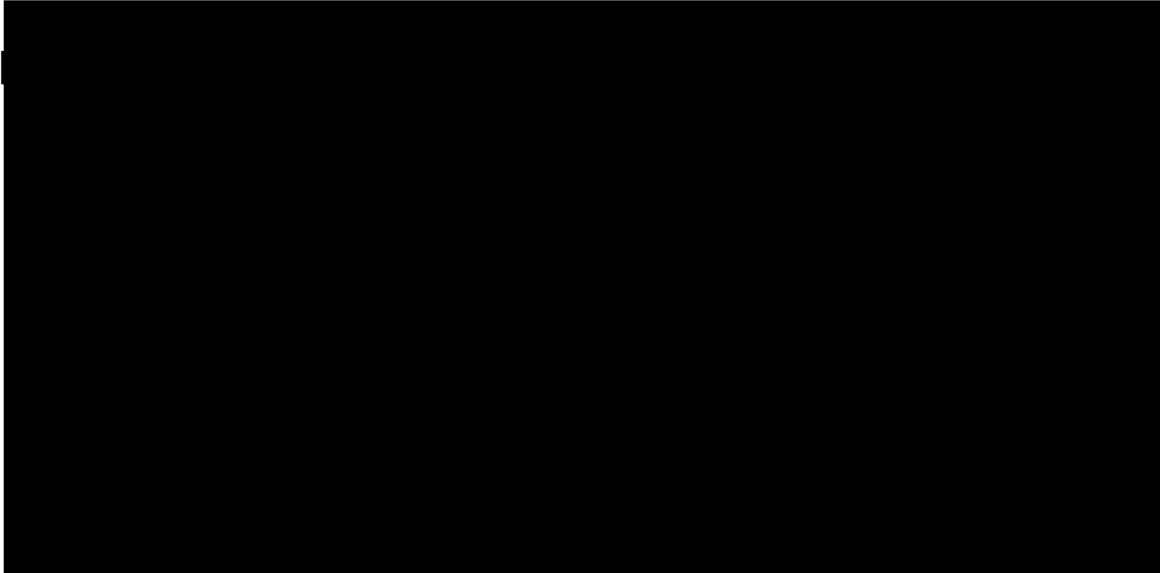
5.1 The Contractor shall provide each Borough with additional guaranteed income in respect of the proposed adventure golf facilities in accordance with paragraphs 13.1.3 of **Schedule 5** (Payment Mechanism), **Schedule 4** (Services Delivery Plan) and this **Part 3** of **Schedule 13** (Third Party Income), as set out in lines 1 and 2 of the Base Case excerpt in paragraph 6 below. Payments shall be made in accordance with paragraph 13 of **Schedule 5** (Payment Mechanism).

**6 BASE CASE: GUARANTEED INCOME**

Contract Year	1/4/2017	1/4/2018	1/4/2019	1/4/2020	1/4/2021	1/4/2022	1/4/2023	1/4/2024
	to	to	to	to	to	to	to	to
	31/3/2018	31/3/2019	31/3/2020	31/3/2021	31/3/2022	31/3/2023	31/3/2024	31/3/2025
	1	2	3	4	5	6	7	8
<b>Guaranteed Income (£)</b>								
<i>Merton</i>	1							
<i>Sutton</i>	2							

**SCHEDULE 14**

**Estimated Restructure Costs**



## SCHEDULE 15

### Service User Procedure

#### 1 DEFINITIONS

1.1 For the purposes of this **Schedule 15** (Service User Procedure), the following expressions shall have the meaning hereby ascribed to them:

<b>Compliment</b>	means a Service User statement of positive recognition or praise for a service or individual.
<b>Simple Service Request</b>	means a request for Services made by a resident in person, over the telephone, by email, or using a Borough's website which is capable of being resolved without any further investigation.
<b>Complex Service Request</b>	means any service request that includes any investigation over and above a Simple Service Request.
<b>Formal Complaint</b>	means any statement or complaint made by a Service User identified by the Service User Contact Centre operator as a 'Formal Complaint', or stated by the Service User to be a 'Formal Complaint', and recorded as such.
<b>Service Request</b>	means a Simple Service Request or a Complex Service Request.
<b>Stage 1 Complaint</b>	means any Formal Complaint designated to be a 'Stage 1' complaint in accordance with the relevant Borough's complaints procedure.
<b>Stage 2 Complaint</b>	means any Formal Complaint designated to be a 'Stage 2' complaint in accordance with the relevant Borough's complaints procedure.

#### 2 GENERAL

##### **Enquiries from Councillors and Members of Parliament**

2.1 From time to time, the Borough(s) may receive an enquiry from a Councillor or a Member of Parliament in respect of the Contractor, this Contract or the Services (the "**Enquiry**"). In the

event that the Contractor directly receives an Enquiry, then it shall promptly notify the relevant Borough.

- 2.2 The relevant Borough may discuss an Enquiry with the Contractor (if the Borough deems this necessary), and the Borough may notify the Contractor that information or action is required as a result of such Enquiry. The Contractor shall provide any such information requested, or shall undertake any such action required, as soon as possible, and within five (5) Business Days of such notice.

### **Persistent and/or vexatious complaints**

- 2.3 Appendix 1 sets out the Boroughs' procedures for dealing with persistent and/or vexatious complaints. From time to time, the Contractor may be required to assist the Boroughs in the implementation of such procedures.
- 2.4 In the event that the Contractor identifies a potential persistent and/or vexatious complainant, then it shall promptly notify the relevant Borough.

### **Service Requests, Formal Complaints and Compliments not relating to this Contract**

- 2.5 In the event that a Service Request, Formal Complaint or Compliment is made directly to the Contractor or the Staff that does not relate to the Contractor, this Contract or the Services, then the Contractor shall, and shall procure that the Staff shall, advise the Service User to contact the relevant Borough directly (and the Contractor shall ensure that all Staff receive appropriate training on this procedure). In addition, the Contractor shall promptly notify the relevant Borough of such Service Request, Formal Complaint or Compliment, providing the Borough with as much information as is reasonably practicable in the circumstances.

## **3 MAKING A SIMPLE OR COMPLEX SERVICE REQUEST, A COMPLAINT OR A COMPLIMENT**

### **Summary of the Procedure**

- 3.1 Service Users may make a Service Request, Formal Complaint or a Compliment using a variety of methods. Each Borough will log any Service Request, Formal Complaint or a Compliment it receives on its CRM system.



- 3.2 In the event that a Service Request, a Formal Complaint or a Compliment is made directly to the Contractor or a Contractor Related Party, then the Contractor shall immediately make a record of this on the relevant Borough's CRM system.
- 3.3 In the event that a Service Request, a Formal Complaint or a Compliment is made to the Staff, then the member of Staff shall inform the Service User of the formal procedure for making such Service Request, Formal Complaint or Compliment (and the Contractor shall ensure that all Staff receive appropriate training on this Service User Procedure).
- 3.4 The Authorised Officer may at any time direct the Contractor to send draft responses to Service Requests or Formal Complaints to a Borough client team. In such cases the Authorised Officer shall confirm the relevant Borough contact point to whom responses should be sent, and whether the Borough will then be responsible for sending the final response to the Service User, or, if the Borough shall then direct the Contractor to send the approved response to the Service User. In each case the Contractor must update the relevant Borough's CRM system in order that the status of each response, whether draft, approved, or sent, is clear.
- 3.5 In the event that a Borough's CRM system is unavailable for any reason, the Contractor shall make a record of each update in relation to all Service Requests, Formal Complaints and Compliments as set out within this schedule, and provide this to the Authorised Officer by means of the process which shall be agreed between the parties at the time.

#### **4 SIMPLE AND COMPLEX SERVICE REQUESTS**

##### **All Service Requests**

- 4.1 Service Requests are typically acknowledged within two (2) Business Days of first receiving notification. The date/time at which a Service Request is acknowledged shall be noted on the relevant Borough's CRM system.
- 4.2 All Service Requests must be resolved by the Contractor within the timeframes specified within this procedure.
- 4.3 Service Requests must be actioned by the Contractor in accordance with **Schedule 1** (Specification) and **Schedule 4** (Services Delivery Plan); the time period in which a Service Request must be actioned shall commence on the date/time at which the Service Request is notified to the Contractor.

- 4.4 Once the Contractor has completed the Service Request, it shall update the relevant Borough's CRM system accordingly.
- 4.5 In the event that a response to a Service Request to a Service User is deemed necessary, and such response is supplied by the Contractor, then the Contractor must ensure that records are kept of the date, time and outcome of the response and this must be recorded on the relevant Borough's CRM system.

### **Complex Service Requests**

- 4.6 Subject to paragraph 4.7 below, investigation and any follow-up actions (including providing a full response detailing these actions and outcome, where appropriate) required as a result of a Complex Service Request must be completed within ten (10) Business Days of receipt of the Complex Service Request.
- 4.7 In the event it is not possible to conclude the investigation and any follow-up actions required as a result of a Complex Service Request within ten (10) Business Days, the Contractor shall inform the Service User (via the initial method of communication except where an alternative method of communication has been agreed with the Service User) and the relevant Borough of the reasons for the delay and the expected response date. Such expected response date must be within twenty (20) Business Days of the Complex Service Request being made. At each stage, the Contractor shall immediately update the relevant Borough's CRM system.

## **5 FORMAL COMPLAINTS: STAGE 1 COMPLAINTS**

### **Acknowledging the Formal Complaint**

- 5.1 Formal Complaints are typically acknowledged within two (2) Business Days of first receiving notification. The date/time at which a Formal Complaint is acknowledged shall be noted on the relevant Borough's CRM system (the "Reference Date").

### **Dealing with a Service Request relating to a Formal Complaint**

- 5.2 Any element of the Formal Complaint relating to a Service Request must be dealt with as quickly as possible and in any event within two (2) Business Days of the Reference Date.

### **Responsibility for resolving the Stage 1 Complaint**

- 5.3 Stage 1 Complaints are the responsibility of the Contractor to resolve. This will include Stage 1 Complaints made by Service Users to the Boroughs about the Contractor, and/or by any Service User about the Services.

### **Respond within 10 working days**

- 5.4 The Contractor must resolve the Stage 1 Complaint and send a response to the Service User within ten (10) Business Days of the Reference Date. Responses may be sent via the initial method of communication as that in which the Stage 1 Complaint was made, except where an alternative method of communication has been agreed with the Service User. The Stage 1 response should advise the Service User of their rights to escalate their Stage 1 Complaint to a Stage 2 Complaint, in line with the relevant Borough's complaints procedure. The response to a Formal Complaint including the date/time and method of communication shall be noted on the relevant Borough's CRM system.

### **Delay to expected response**

- 5.5 In the event it is not possible to conclude the investigation and any follow-up actions required as a result of a Stage 1 Complaint within ten (10) Business Days of the Reference Date, the Contractor shall inform the Service User (via the initial method of communication, except where an alternative method of communication has been agreed with Service User) and the relevant Borough of the reasons for the delay and the expected response date. Such expected response date must be within twenty (20) Business Days of the Stage 1 Complaint being made. At each stage, the Contractor shall immediately update the relevant Borough's CRM system.

## **6 FORMAL COMPLAINTS: STAGE 2 COMPLAINTS**

- 6.1 If, within twenty eight (28) Business Days (or such other timeframe accepted by the relevant Borough due to mitigating circumstances) of receiving a response pursuant to paragraph 5, a Service User is not satisfied that all aspects of their Formal Complaint have been addressed and the Service User wishes to escalate their Formal Complaint, then the Service User may notify the Contractor and/or the Boroughs stating which aspects of the response they are dissatisfied with and their desired outcome (and the Service User may provide additional or further information). For clarity, the process for escalating a Stage 1 Complaint to a Stage 2

Complaint shall be set out within each Borough's standard template, which shall be provided to the Contractor.

6.2 Following notice from the Service User in accordance with paragraph 6.1, the Borough shall update its CRM system. In the event that the Contractor is the direct recipient of such notice, the Contractor shall immediately notify the relevant Borough and update the relevant Borough's CRM system.

6.3 Following the updating of its CRM system in accordance with paragraph 6.2, the relevant Borough shall undertake an investigation to determine whether a Stage 1 Complaint should be progressed to a Stage 2 Complaint (and this determination shall be solely at the Borough's discretion). The Borough's investigation may also look at clusters of Service Requests or Stage 1 complaints about a particular issue in order to identify potential improvements to Borough services. Where appropriate, the Borough's investigating officer may instruct the Contractor to conduct an investigation and/or contribute to its investigation and/or its response to the Service User. The Contractor shall promptly provide the investigating officer with access to any information or officers required to complete the investigation.

## **7 URGENT OR EXCEPTIONAL CASES (INCLUDING REFERENCES TO THE LOCAL GOVERNMENT OMBUDSMAN)**

7.1 In the event that the Borough deems that a particular Service Request or Formal Complaint is urgent or exceptional, or that completing the relevant Borough's complaints procedure would be detrimental to the Service User, or where it is clear that the complaint cannot be resolved by the Borough, then the Borough may notify the Contractor that the procedure set out in this **Schedule 15** (Service User Procedure) shall not be followed or shall be amended. This may also be the case in the event that a Service User complains to the Local Government Ombudsman ("LGO"), or if an early referral is made to the LGO by the Borough's Chief Executive.

## **8 SUMMARY OF INDICATIVE TIMESCALES**

<b>Stage</b>	<b>Timescale</b>	<b>Responsibility</b>	<b>Response Agreed by</b>
<b>Acknowledgement of Service Request</b>	2 Business Days	Borough	N/A
<b>Resolution of Service Request</b>	Timescales as set out within <b>Schedule 1</b> (Specification)	Contractor	N/A

	and <b>Schedule 4</b> (Services Delivery Plan)		
<b>Response to Complex Service Request and recording on CRM system</b>	10 Business Days	Contractor	Contractor
<b>Stage 1 Complaint Acknowledgement</b>	2 Business Days	Borough	N/A
<b>Stage 1 Complaint Response</b>	10 Business Days	Contractor	Contractor
<b>Request to escalate to Stage 2 Complaint</b>	28 Business Days or as otherwise specified by the Borough	Service User	N/A
<b>Stage 2 Complaint Response</b>	20 Business Days	Borough  <i>Contractor to promptly provide necessary information and resources as required by the Borough</i>	Borough
<b>Urgent/exceptional cases</b>	Depends on the circumstances	Borough	Borough
<b>Local Government Ombudsman</b>	As directed by the LGO (usually 20 Business Days)	LGO	LGO

## 9 REPORTING REQUIREMENTS

9.1 The Contractor shall report performance against this Service User Procedure and provide a weekly summary of Service Requests, Formal Complaints and Compliments received in accordance with Schedule 6 (Reporting Requirements).

## **APPENDIX 1**

### **Borough Procedures for Persistent and/or Vexatious Complaints**

#### **1 MERTON**

Merton's procedure as updated from time to time. As at the Contract Date, Merton's procedure is as set out below:

# Complaints, Comments & Compliments Policy

## 1. INTRODUCTION

We welcome our customers' views and will use them to improve our services. The purpose of this policy is to provide a framework for dealing with complaints, comments and compliments. It explains our processes and our obligations to our customers and the role of the Local Government Ombudsman.

### 1.1 Aims

Merton Council aims to provide excellent services to all our customers, but occasionally things go wrong. Complaints help us to put things right and make sure the same mistake does not happen again.

Our corporate complaints policy aims to ensure that customers:

- know where and how to complain and have easy access to our complaints system;
- receive an acknowledgement and information on the progress of their complaint; and
- receive an appropriate response with prompt and adequate action when we have failed to provide a satisfactory service.

We aim to respond to customer feedback in a consistent and professional manner, and use complaints to shape our services by providing regular reports about the complaints we receive.

### 1.2 Merton Council's definitions of a complaint, a comment, and a compliment

A complaint is...	... an expression of dissatisfaction about the council's action or lack of action, or about the standard of a service, whether the action was taken by the council itself or a person acting on behalf of the council.
A comment is...	... a personal opinion or belief, feedback or remark expressed by a customer. Where the customer indicates they expect a reply, or where it is otherwise thought appropriate to do so, this should be dealt with as general correspondence.
A compliment is...	... defined as a customer statement of positive recognition or praise for a service or individual. Where appropriate officers may acknowledge compliments.



### 1.3 Scope of the complaints policy

There are a number of types of complaints that are not covered by this procedure; many relate to separate legal appeals processes, these include:

- complaints where the customer has started legal proceedings or has previously taken the matter to court or tribunal .
- appeals about planning decisions and enforcement are dealt with under the Town and Country Planning appeals procedure  
<http://www.planningportal.gov.uk/planning/appeals/planninginspectorate>
- school admissions issues are dealt with by an Admission Appeal Panel  
<http://www.merton.gov.uk/learning/schools/changingschool/admissions/admissionsappeals.htm>
- housing and council tax benefit appeals are dealt with by the Benefit Appeals Tribunal <http://www.merton.gov.uk/benefitsappeals>
- appeals relating to social care financial assessments are dealt with by the Financial Assessment Review and Appeals Procedure  
<http://www.merton.gov.uk/living/care/financialassessment/fa-complaints.htm>
- appeals relating to Special Education Needs (SEN) provision are dealt with by their own appeals process  
[http://www.merton.gov.uk/learning/edinclusion/sen\\_guide\\_for\\_parents\\_carers.pdf](http://www.merton.gov.uk/learning/edinclusion/sen_guide_for_parents_carers.pdf)
- complaints about parking penalties which are dealt with by their own appeals process <http://www.merton.gov.uk/living/transport-streets/parking/pcn/pcnappeals.htm>
- appeals relating to homelessness applications  
<http://www.merton.gov.uk/living/housing/homelessness/rightsunderhomelessnesspersonslegislation.htm>
- complaints from members of staff (or potential members of staff) about personnel matters are dealt with through our grievance procedure  
<http://intranet/councilwide/hr/peoplemanagement.htm>;
- complaints by staff members about corporate support services, are dealt with through their Business Partner <http://intranet/departments/cs-index/cs-who/businesspartners.htm>
- complaints from contractors or potential contractors relating to the award of contracts are dealt with under the procurement process  
<http://www.merton.gov.uk/working/businesssupport/procurement.htm>
- complaints from councillors about the conduct of staff should be directed to the relevant director or, if about a director, to the Chief Executive. Complaints from councillors as service users will be dealt with under this complaints policy.

This list is a guide and is not exhaustive. There are other issues we cannot investigate because there is a more appropriate body to deal with it. Where this is relevant we will advise you on the procedure. Some complaints which are covered by this policy follow different resolution processes. These are explained in section 3 of this policy.



Complaints may be linked to other processes such as legal proceedings, insurance claims or disciplinary proceedings. Sometimes it will not be possible to resolve the complaint whilst the proceedings are ongoing. Customers should be advised that any action may not be suspended during the investigation, but if a complaint is upheld we will reimburse or rectify the situation.

In addition, we will generally not investigate complaints relating to issues over 12 months old.

#### **1.4 Complaints about policies**

Many complaints are expressions of dissatisfaction with the council's policy in a specific service area, as opposed to the council's failure to meet its service standards. Such complaints should be treated as Stage 1 complaints as regards the level of officer conducting the response and the response timescale. A response should be sent explaining that the complaint made relates to a policy area, and that it cannot be pursued further through the complaints system. Customers should be provided with a copy of the policy together with details of how it was agreed. A copy of the complaint should be held on file by the service team and considered again when the policy is reviewed.

Customers may appeal against the decision to classify their complaint as a policy issue rather than a performance complaint, and this right should be made clear in the Stage 1 reply above. Any such appeal should be treated as a Stage 2 complaint.

## **2. MERTON'S COMPLAINTS PROCEDURE**

### **2.1 Making a complaint**

Customers can make a complaint in any way they choose, including:

- complaints form;
- by letter or e-mail; or
- via our website.

Customers may also make a complaint by telephone or in person, either to a council officer or by arranging a meeting with the complaints team. When a complaint is made verbally, the officer should record the details of the complaint and the outcome the customer is seeking. If the officer is able to quickly resolve the complaint themselves they should do so. Otherwise details of the complaint and the desired outcome should be agreed with the complainant and forwarded to the complaints team immediately.

The council has a central complaints team who manage this policy and oversee the complaints process. If it appears that the complaint may be resolved by a manager contacting the complainant directly it may be resolved as an "informal" complaint and logged as such by the complaints team. If the

complaint cannot be resolved within 48 hours of it being submitted, or if the complainant requests a formal investigation, the complaint will be dealt with under Stage 1 of this policy.

## **2.2 Stage 1 complaints**

Stage 1 complaints will be acknowledged within 3 working days, this will include an explanation of the complaints process and the timescale for dealing with the complaint.

Stage 1 complaints will be investigated by a member of the service team and agreed by their service manager. Where the complaint names a member of staff they will be informed of the complaint and given the opportunity to comment, but will not be responsible for providing the response to the complainant. Where necessary the complaints team may request another service manager to provide an investigating officer.

Stage 1 complaints will be investigated and a response will be sent to the complainant within 20 working days. Where an email address has been provided a response will be sent by email unless a paper copy has been requested. Letters will be posted within 20 working days, although delivery dates may be later. Occasionally it may not be possible to conclude an investigation and respond within 20 working days. In these circumstances the investigating manager will inform the complainant of the reasons for the delay and the expected response date. Performance against the 20 working day target will be reported on a regular basis.

## **2.3 Stage 2 complaints**

If a customer is not satisfied that all aspects of their complaint have been addressed and wishes to escalate it, the customer must inform the complaints team within 25 working days of receiving the response, stating what aspects of the response they are dissatisfied with and their desired outcome. Reasonable constraints to meeting this time limit, illness for example, will be taken into account. The customer should provide any additional or further information that may affect the outcome of the response.

Stage 2 of the complaints process may be instigated at the request of a complainant or the Head of Information. A Stage 2 investigation reviews the investigation and outcome of a Stage 1 complaint. A Stage 2 investigation may also look at clusters of informal or Stage 1 complaints about a particular service issue to identify potential improvements to council services.

Stage 2 investigations will be conducted by a member of the complaints team. In some service areas, where appropriate the member will direct a senior manager in the service to conduct/prepare the response. The investigator will have access to any information or officers required to complete the investigation. Stage 2 responses will be agreed with the Assistant Director or Director of the service.

Stage 2 investigations will usually be completed within 25 working days. Occasionally it may not be possible to conclude an investigation and respond

within 25 working days. In these circumstances the complaints team will inform the complainant of the reasons for the delay and the expected response date. Performance against the 25 working day target will be reported on a regular basis. A log of Stage 2 recommendations will be maintained by the complaints team who will report to the Chief Executive on their implementation.

#### **2.4 The Local Government Ombudsman**

In the event that a customer is still not satisfied that we have resolved their complaint after proceeding through the complaints procedure, they can complain to the Local Government Ombudsman (LGO). The LGO is an independent national service that investigates complaints of injustice arising from maladministration by the council. Customers can complain to the LGO at any time, but they will usually refer a complaint back to the council if it has not been through all stages of the complaints procedure.

There are some urgent or exceptional cases where the council may decide that completing the council's own procedure would be detrimental to the customer, or where it is clear that the complaint cannot be resolved by the council. In these circumstances an early referral may be made to the Ombudsman by the Chief Executive.

The LGO can be contacted at:  
 Local Government Ombudsman  
 PO Box 4771,  
 Coventry  
 CV4 0EH

The LGO has a leaflet called '*Complained to the council? Still not satisfied?*'. Customers can get a copy of the leaflet from the complaints team, by telephoning or writing to the address above, or they can download it from the LGO's website at [www.lgo.org.uk](http://www.lgo.org.uk). If customers need further advice they can ring the LGO's Adviceline on 0845 602 1983.

#### **Responding to a complaint**

<b>Stage</b>	<b>Timescale</b>	<b>Response prepared by</b>	<b>Response agreed by</b>
<b>Stage 1</b>	<b>20 working days</b>	<b>Service Team Member</b>	<b>Service Manager</b>
<b>Stage 2</b>	<b>25 working days</b>	<b>Complaints Team/Senior Team Member</b>	<b>Assistant Director / Director</b>
<b>Local Government Ombudsman</b>	<b>Directed by LGO</b>	<b>Complaints Team/Service Manager</b>	<b>Chief Executive</b>

#### **2.5 Equalities Issues In making a complaint**

We will make all reasonable efforts to ensure that customers with particular needs such as physical or sensory impairment, learning disabilities and customers who are less familiar with English have full access to the complaints process. Forms may be provided in large print, Braille, audio, and translated into community languages as required. Forms in the more commonly requested languages are available on our website.

In some circumstances the council will offer face-to-face support or advocacy to those who may need help in making a complaint. Merton encourages people to seek support from friends and other representatives, and the council will assist people in finding such support where possible, for example via Merton Link [www.merton.gov.uk/contact/mertonlink.htm](http://www.merton.gov.uk/contact/mertonlink.htm) , Merton's Citizens Advice Bureau [www.mertoncab.org.uk](http://www.mertoncab.org.uk) or Merton's Translation Service [www.merton.gov.uk/community/transandint.htm](http://www.merton.gov.uk/community/transandint.htm) .

## **2.6 Making a complaint on behalf of someone else**

For reasons of customer confidentiality, the council will only accept complaints from a representative under certain conditions.

Either:

- where the council is sure that the service user has consented, either verbally or in writing
- where the complaint is made on behalf of a child by their parent or guardian
- where the complaint is made by an elected representative acting on their constituents behalf

or:

- where the service user cannot complain unaided and cannot give consent because they lack capacity within the meaning of the Mental Capacity Act 2005,

and

- the representative is acting in the service user's best interests – for example, where the matter complained about, if true, would be detrimental to the service user.

## **2.7 Confidentiality**

Merton respects the privacy of information supplied through the complaints process, and we use it to improve our services and resolve complaints. If a formal complaint is made against a member of staff they will be given the opportunity to comment. The council provides some services in partnership with other organisations and it may be necessary to share information with our partners to resolve the complaint.

Anonymous complaints will be considered under the complaints policy and any anonymous complaint or comment that relates to vulnerable people or those who might be at risk will be investigated and acted upon immediately. However, in some circumstances it may not be possible to investigate an

anonymous complaint. If a customer has concerns about giving their name they can speak to a member of the complaints team who can answer any questions about how the complaint will be handled.

If you have concerns about fraud, abuse or other serious wrongdoing you can raise it through the Whistleblowing Policy.

<http://www.merton.gov.uk/council/departments/corpresources/auditrisk.htm>

Please note that the Whistleblowing Policy does not apply to concerns raised about the complaints process. These complaints may be raised directly with the Local Government Ombudsman.

### **2.8 Putting things right**

Where we have made mistakes or failed to meet our service standards, the council will try to put the complainant back in the position they would have been in before things went wrong. Some complaints may be resolved by correcting our mistakes. In other cases, we may consider a change of procedures to prevent future difficulties of a similar kind, either for the individual customer or for citizens generally. Where the customer has sustained loss or suffering, Section 92 of the Local Government Act 2000 gives councils a general power to take remedial action, including paying compensation.

In cases where the LGO has recommended redress, the council is committed to following the advice and timescales of the LGO to the best of its ability, but reserves the right to appeal against the LGO's judgments. By offering a solution the council does not necessarily accept that it has acted inappropriately. Section 2 of the Compensation Act 2006 makes it clear that an apology in itself does not amount to an admission of negligence or breach of statutory duty.

## **3. COMPLAINTS WHERE DIFFERENT PROCEDURES APPLY**

### **3.1 Complaints of discrimination and harassment**

We have a strong commitment to providing a fair and equal service, ensuring that residents are treated equally and that equality of opportunity exists without discrimination, irrespective of gender, race, disability, religion or belief, sexual orientation or age.

If the complainant or officers believe that a complaint involves discrimination or harassment it must be referred to the Head of Information, who will consider the action to be taken in consultation with the Equalities and Community Cohesion Officer. Complaints of discrimination or harassment will be monitored and reported upon.

### **3.2 Complaints by children**

Complaints by or on behalf of children under 16 years of age will be handled in line with the Children Act 1989 Representations Procedure (England) Regulations 2006. The council will provide advocacy services and specialist advice for children making complaints. The council will also provide specialist

help and assistance to children in care, and ensure that they are aware of their rights under the complaints procedure. The children's complaints procedure will be published on our website and in hard copy

<b>Children's Social care</b>	<b>Timescale</b>	<b>Response prepared by</b>	<b>Response agreed by</b>
<b>Stage 1</b>	<b>10 working days</b>	<b>Unit/Team Manager</b>	<b>Service Manager/ Head of Service</b>
<b>Stage 2</b>	<b>25 working days</b>	<b>Appointed Investigating Officer</b>	<b>Head of Service/ Director</b>
<b>Stage 3</b>	<b>30 working days</b>	<b>Independent Review Panel</b>	<b>Chair of Review Panel</b>
<b>Ombudsman</b>	<b>Directed by LGO</b>	<b>Investigating team</b>	<b>Investigating officer</b>

### **3.3 Adult Social Care complaints**

Adult Social Care complaints are dealt with under the Local Authority Social Services and NHS Complaints Regulations 2009. These regulations mean that the council has a one stage process for Adult Social Care complaints. The council will provide advice and support and work with complainants and Social Care providers to find effective and swift resolution to complaints.

<b>Adult Social Services</b>	<b>Usually 25 working days but this may be extended where necessary.</b>	<b>Officer/Team Manager</b>	<b>Head of Service and Director. Follow up call by complaints officer to ensure customer satisfaction.</b>
<b>Local Government Ombudsman</b>	<b>Directed by LGO</b>	<b>CSO/ Investigating team</b>	<b>Director and Chief Executive</b>

### **3.4 Complaints about schools**

A complaint about a school must be directed to the school in the first instance, and dealt with according to the relevant school's complaints procedure (<http://www.merton.gov.uk/learning/schools/schoolsdirectory.htm> ). If the customer is not satisfied with the outcome, a complaint can be made to the council. This will usually be treated as a Stage 2 complaint under the council's corporate procedure. If unresolved at Stage 2 the complaint may then be progressed to the Department for Education.

Academies operate independently of local authorities, and we cannot investigate complaints about them. If you have a complaint about an academy that you have been unable to resolve you should generally contact



the [Young People's Learning Agency](http://www.ypla.gov.uk/) (<http://www.ypla.gov.uk/>). (The YPLA is replaced by the Education Funding Agency from 1 April 2012 [www.education.gov.uk](http://www.education.gov.uk)) If however, your complaint is about school admissions or a permanent exclusion, and relates to an academy that has converted from a maintained school during the admissions process (or after an exclusion appeal has been heard), please contact the council.

If your complaint is about an independent or boarding school you should follow its complaints procedure through the governing body. If you are still dissatisfied after this, you can pursue matters relating to your contract with the school through the courts. If your complaint is that the school is not complying with legal regulations governing independent schools, you can contact Department for Education public enquiries on 0370 000 2288 from 9am to 5pm Monday to Friday, or at [registrationenquiries@education.gsi.gov.uk](mailto:registrationenquiries@education.gsi.gov.uk). The Department is happy to take information from you, but will not investigate individual complaints, only look at regulatory issues.

### **3.5 Constitutional and governance complaints**

Complaints that officers or councillors have failed to act within the council's constitution, or have failed to act with due legal or financial propriety in the performance of their duties should be recorded and immediately passed to the Monitoring Officer, who will acknowledge the complaint and co-ordinate a response within statutory timetables. Any further correspondence received by officers on such matters should be passed directly to the Monitoring Officer.

### **3.6 Complaints about services provided by contractors**

Where services are contracted out, for example leisure centres or residential homes, responsibility at Stage 1 rests with the providing organisation. Stage 2 complaints will be dealt with by the council. These arrangements should be reflected in contracts. Stage 1 complaints about contractors made directly to the council will be passed on to the relevant organisation. Complaints about Social Care providers will be handled in accordance with the Local Authority Social Services and NHS Complaints Regulations 2009. The council will seek consent to pass the complaint to the provider and, where the complaint relates to the council and the provider, coordinate the response to the complainant.

### **3.7 Complaints about partner organisations**

Stage 1 complaints about partners made directly to the council will be referred to the relevant organisation to deal with via their own complaints policies. However, if the complaint relates to service delivery by a partner who is acting as a contractor to the council this will be dealt with as per 3.6 above.

### **3.8 Petitions**

Petitions are not be dealt with through the corporate complaints procedure. They may be submitted online via <http://www.merton.gov.uk/council/getinvolved/petitions.htm> or by post to the Head of Democracy Services or in person to your local ward councillor.

## **4 COMPLAINTS PERFORMANCE - MONITORING AND REPORTING**

### **4.1 Information to be recorded**

The Information Team will record the following information with regard to complaints:

- The number of complaints, Member enquiries and FoIA requests received by different service areas.
- The issues complained about.
- Whether the complaint involves discrimination or harassment.
- The name and correspondence address of the customer, unless they wish to remain anonymous.
- The geographic location of the complaint (where appropriate).
- The length of time taken to respond to the complaint, compared with the timescales set out in this policy.
- Whether the complaint was upheld.

### **4.2 Monthly monitoring**

On a monthly basis the Information Team will submit the following data to the Divisional Management Teams and the Chief Executive

- The total number of complaints received at each stage.
- The number of complaints responded to within the appropriate time period at each stage during the month.
- The divisions and issues that were the subject of the complaints at each stage.
- The numbers of complaints upheld.

### **4.3 Annual monitoring**

On an annual basis the Information Team will survey a representative sample of people who have made complaints to understand their experience of this policy and identify any issues or improvements that can be made. An annual report will be submitted to CMT and Members. The report will contain the following information:

- Analysis of monthly and annual trends in the number, subject, and level of complaints.
- Analysis of equalities information and how it relates to the nature and subject of complaints.
- Analysis of the percentage of complaints, Member Enquiries and Freedom of Information Act requests responded to within the appropriate timescale, and the average time taken to respond to such requests.
- Evidence of action taken by departments to learn from complaints received and trends in those complaints.



## **2 SUTTON**

Sutton's procedure as updated from time to time. As at the Contract Date, Sutton's procedure is as set out below:

## **PART 5 COMPLAINTS PROCEDURE**

This document describes briefly the how the Council deals with complaints.  
The complaints procedure aims to provide a clear, simple and straightforward means by which all service users can make complaints. We can provide information in different languages and media.

### **DEFINITION**

There is no standard definition of a complaint. The Council uses the following definition:

"A complaint is an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the Council, their staff or contractors employed by the Council, affecting a member or group of members of the public."

A complaint will usually require an investigation by the Council.

The following requests are not classified as complaints:

- Requests for a service
- Requests for information
- Request for an explanation of Council policy or practice

Some complaints are covered by statutory, regulatory or other procedures. We will not consider these under the Council's complaints system. The complaints system specifically **EXCLUDES** the following matters:

**LEGAL MATTERS** - issues that involve a legal action by, or against, the Council.

**INSURANCE MATTERS** - issues that involve an insurance claim against the Council or its insurers.

**STATUTORY, REGULATORY OR OTHER PROCEDURES** including:

Admissions to schools  
Complaints about decisions to place a child on the Child Protection Register  
Childcare matters such as Court decisions and care proceedings  
Childminders and residential care and nursing homes - decisions on appeals against failure to register and against decisions to deregister  
Community Services social services complaints  
Objections to planning applications  
Complaints that Headteachers and Governing Bodies of schools consider, including nursery admissions  
Council Tax and Housing Benefit determinations  
Complaints about Councillors  
Enforcement procedures for which there is a right of appeal  
Further Education Awards  
Licensing and registration - appeals against refusals, revocations or conditions attached  
Parking charges  
Planning decisions, applicant's right of appeal  
Right to Buy Valuation re-determinations  
Special Educational Needs - decisions on statutory assessment  
Staff matters covered by the grievance, disciplinary and recruitment and selection procedures  
Statutory Landlord and Tenant matters.

The Council's complaints system cannot review an issue that should be, or has already been, considered by a procedure elsewhere, for example by any of the procedures listed above. If there is disagreement about the decision or outcome of a statutory, regulatory or other procedure then the correct appeal route must be followed. For example the normal route for appeals against insurance decisions is through the Courts.

The Councillor's Code of Conduct deals with complaints about Councillors. This is set out in Part 1 of Section 5 of the Constitution.

### **THE COMPLAINTS PROCEDURE**

The corporate complaints procedure provides a Council-wide framework for complaints handling.

There are 2 stages to the Council's complaints procedure as follows:

<p><b>STAGE 1 (INVESTIGATION)</b></p>	<p>The complaint is investigated by the service area to which the complaint relates.</p> <p>The service area is expected to resolve the complaint at this stage and to tell the complainant of the outcome, and advise them of their right of appeal if they remain unhappy. This stage should take no more than 20 working days.</p>
<p><b>STAGE 2 (APPEAL)</b></p>	<p>If the complainant disagrees with the finding of the Stage 1 investigation or believes that the procedure has not been followed, they should advise us within 28 days of the Stage 1 response. The Customer Care Manager (or a senior manager independent of the original investigation) will carry out a Stage 2 review which will take a further 20 working days.</p> <p>The complainant will be informed of the outcome by way of a "final response" letter which will also advise them of their right of appeal to the Local Government Ombudsman.</p>

If the complainant is still not satisfied with the Council's response to her/his complaint s/he may take it to the Local Government Ombudsman (LGO). The LGO is independent and looks into complaints about local councils. Details are in the Further Contacts section below.

We will not consider a complaint more than a year after the alleged incident complained about. This is in line with the LGO's recommendation.

We will investigate anonymous complaints if possible, but will obviously not be able to let the complainant know the outcome.

### **PUBLICITY**

The Council has published a comments and complaints leaflet. This is available at all council receptions, libraries and on the website at [www.sutton.gov.uk](http://www.sutton.gov.uk). We also have leaflets explaining the social service procedures.

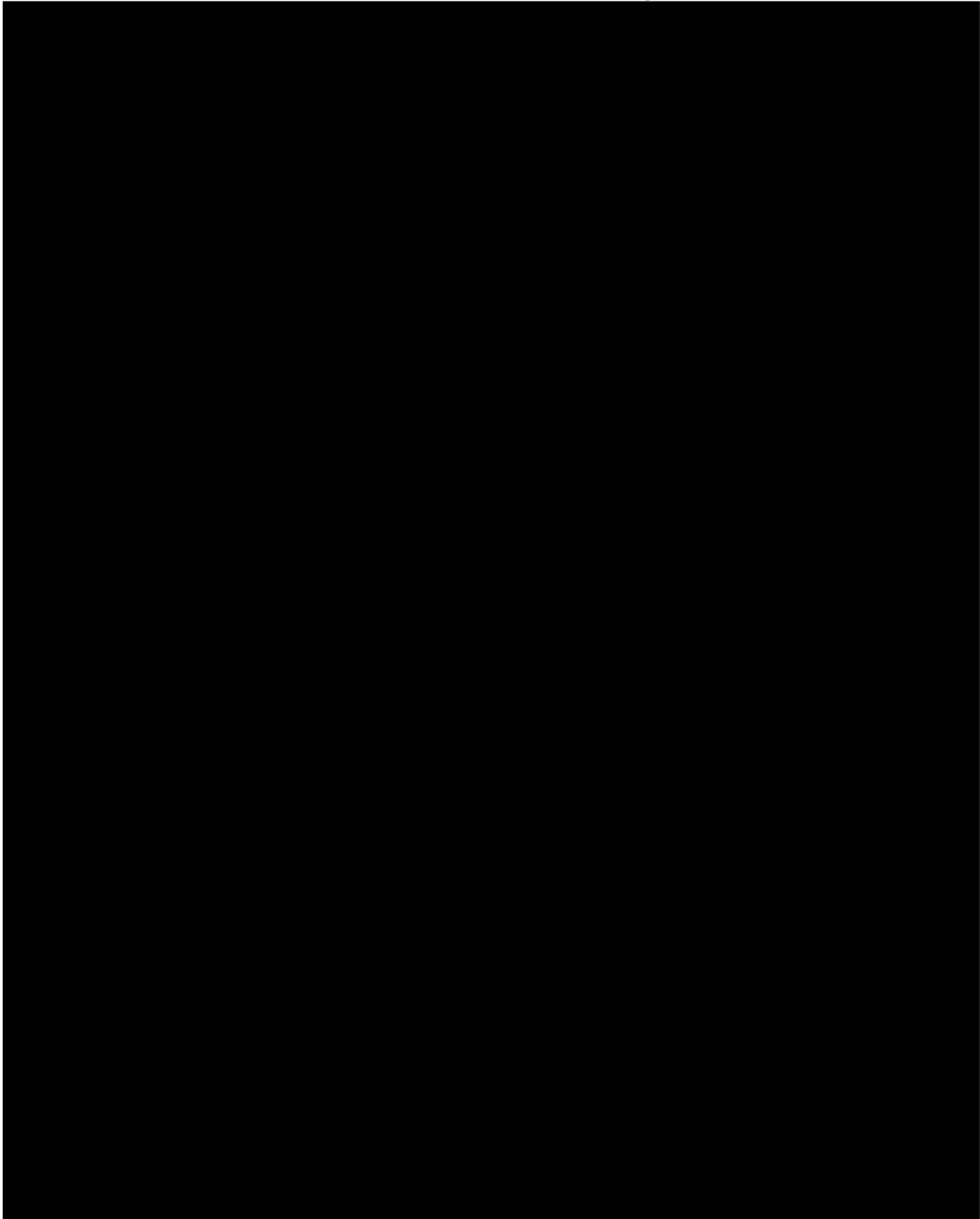
### **FURTHER CONTACTS**

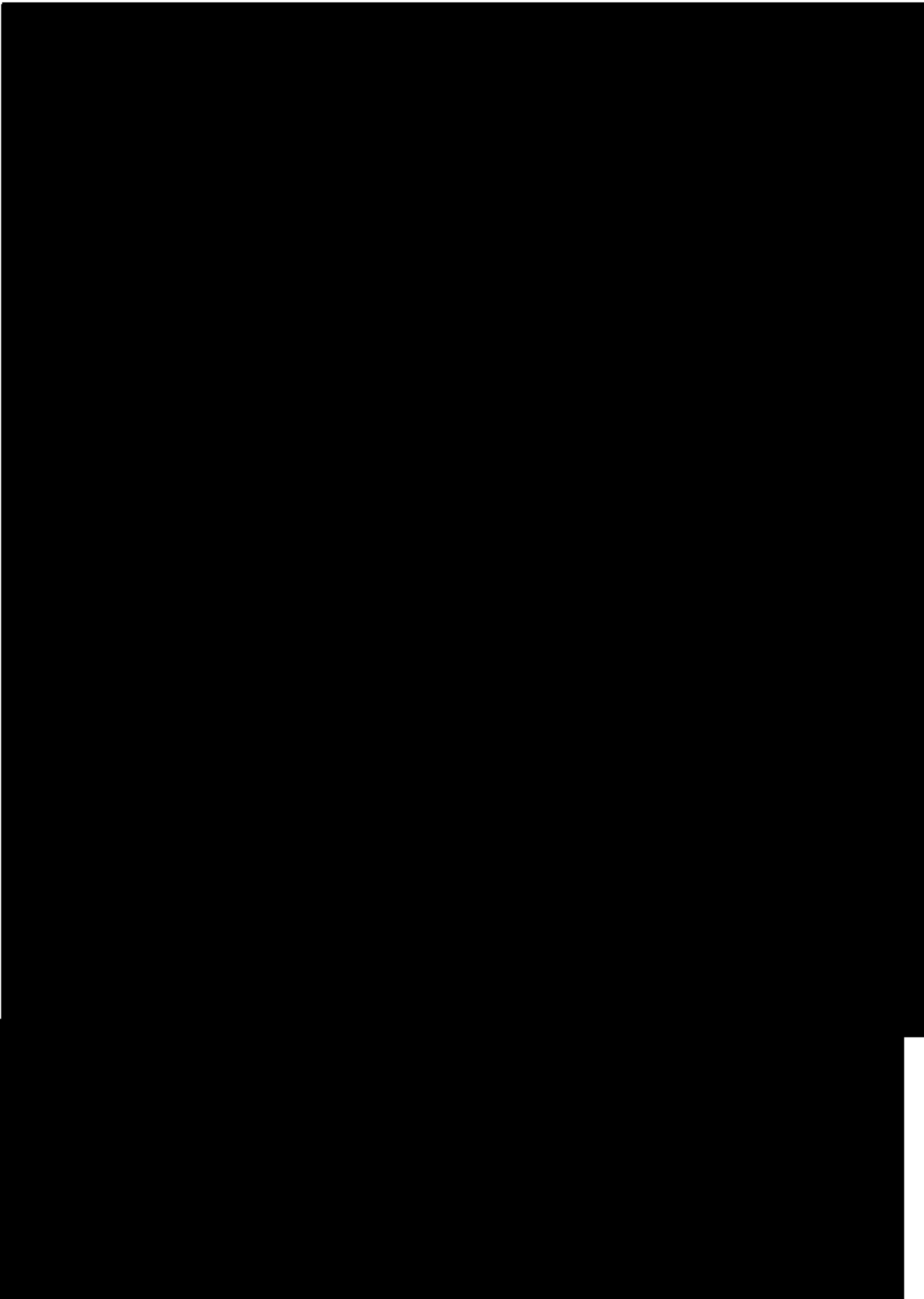
The Local Government Ombudsman, The Oaks, 2 Westwood Way, Westwood Business Park, Coventry, CV4 8JB. Telephone 0300 061 0614

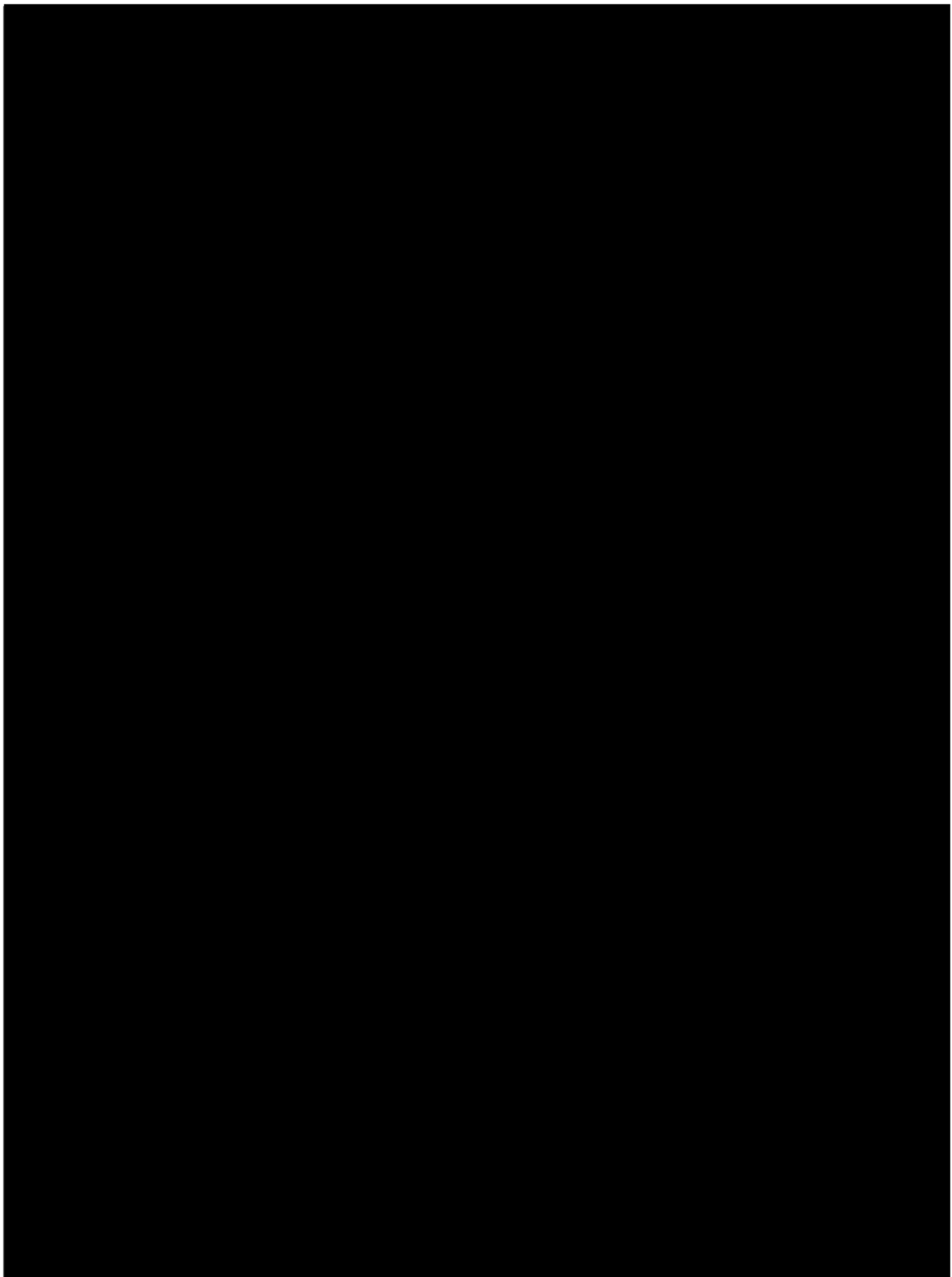
**Customer Care Manager (Mrs Sarah Milne), Chief Executive's Directorate, Civic Offices, St Nicholas Way, Sutton, Surrey, SM1 1EA. Telephone 020 8770 5251.**

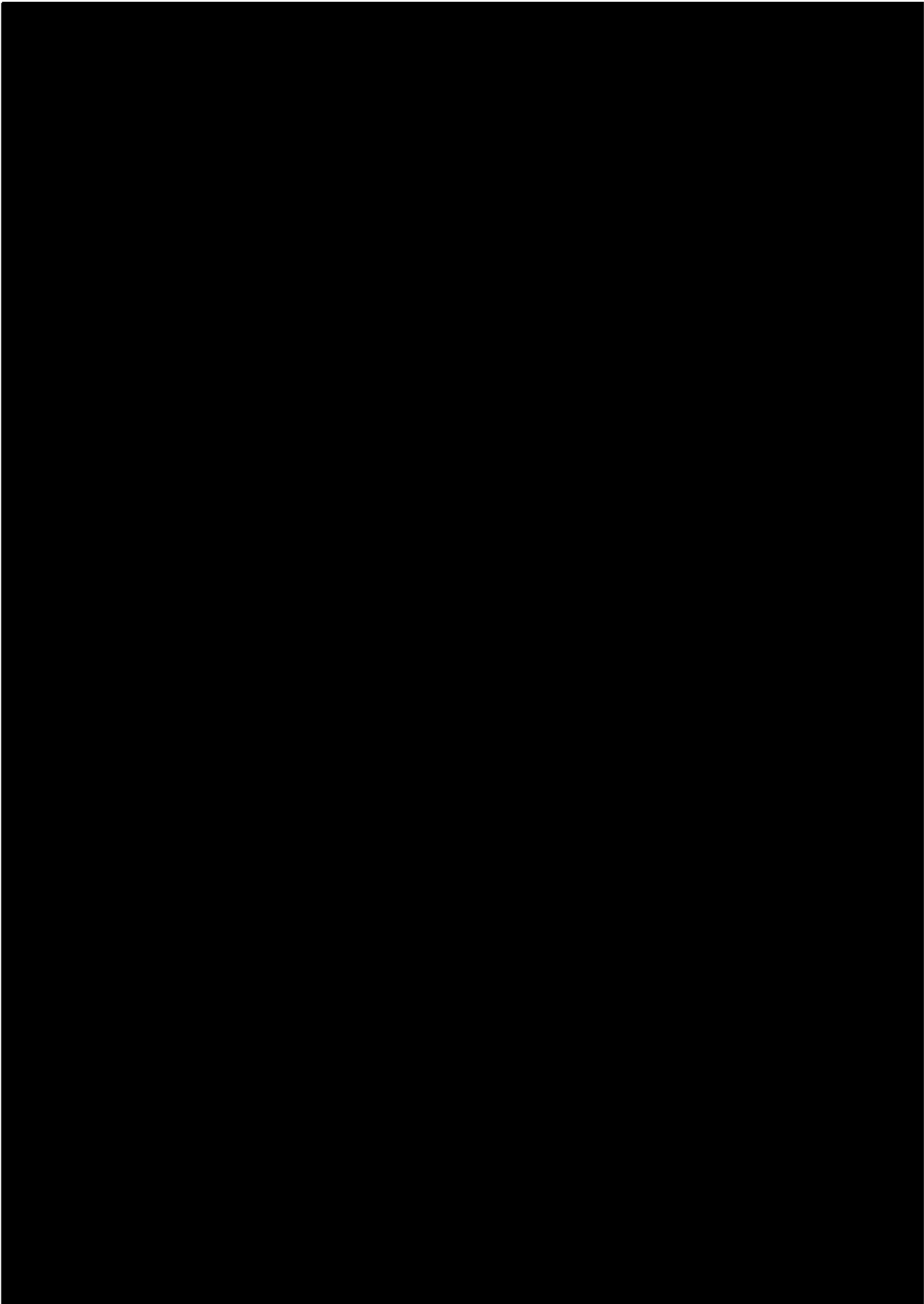
**SCHEDULE 16**

**Communications and Stakeholder Engagement**

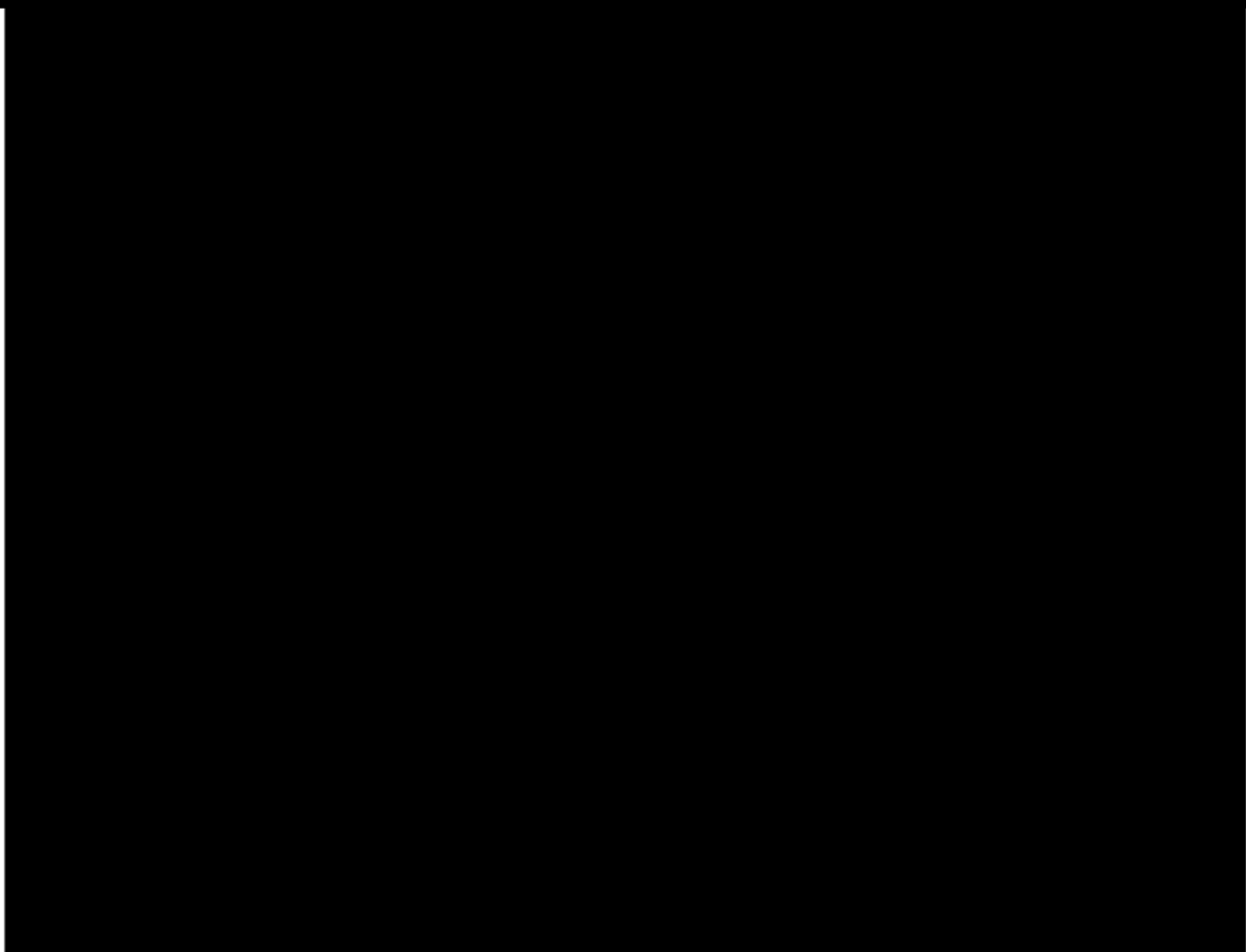


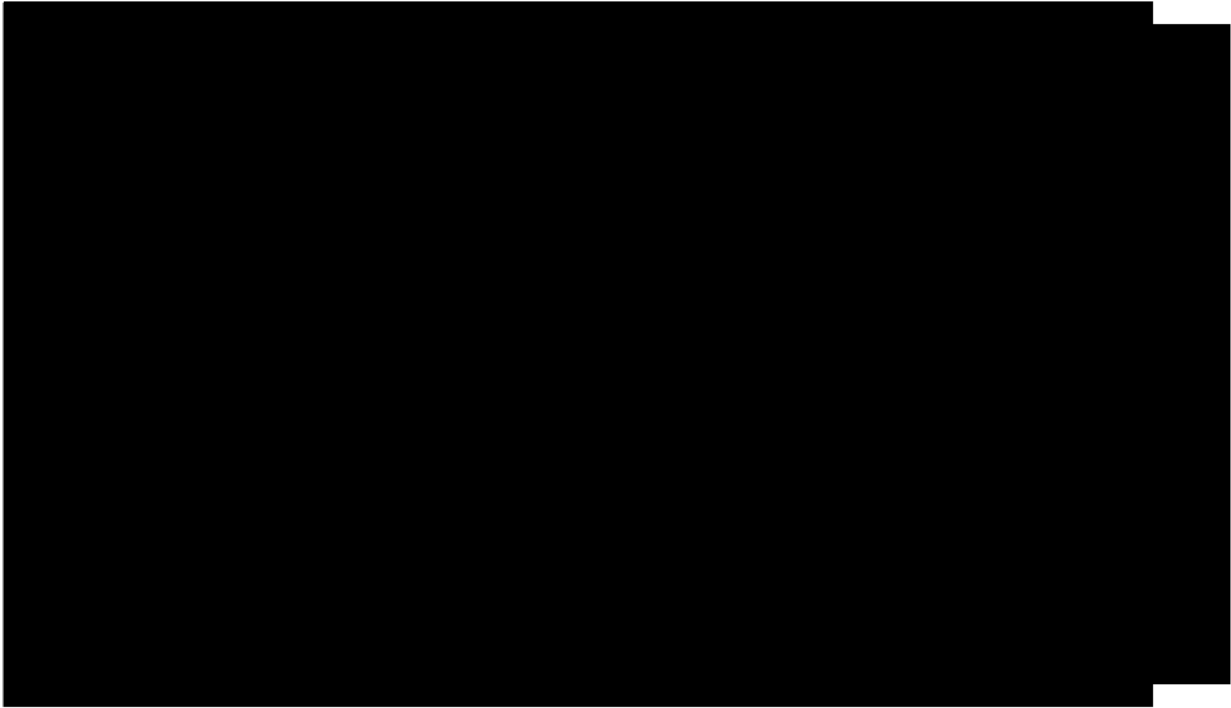




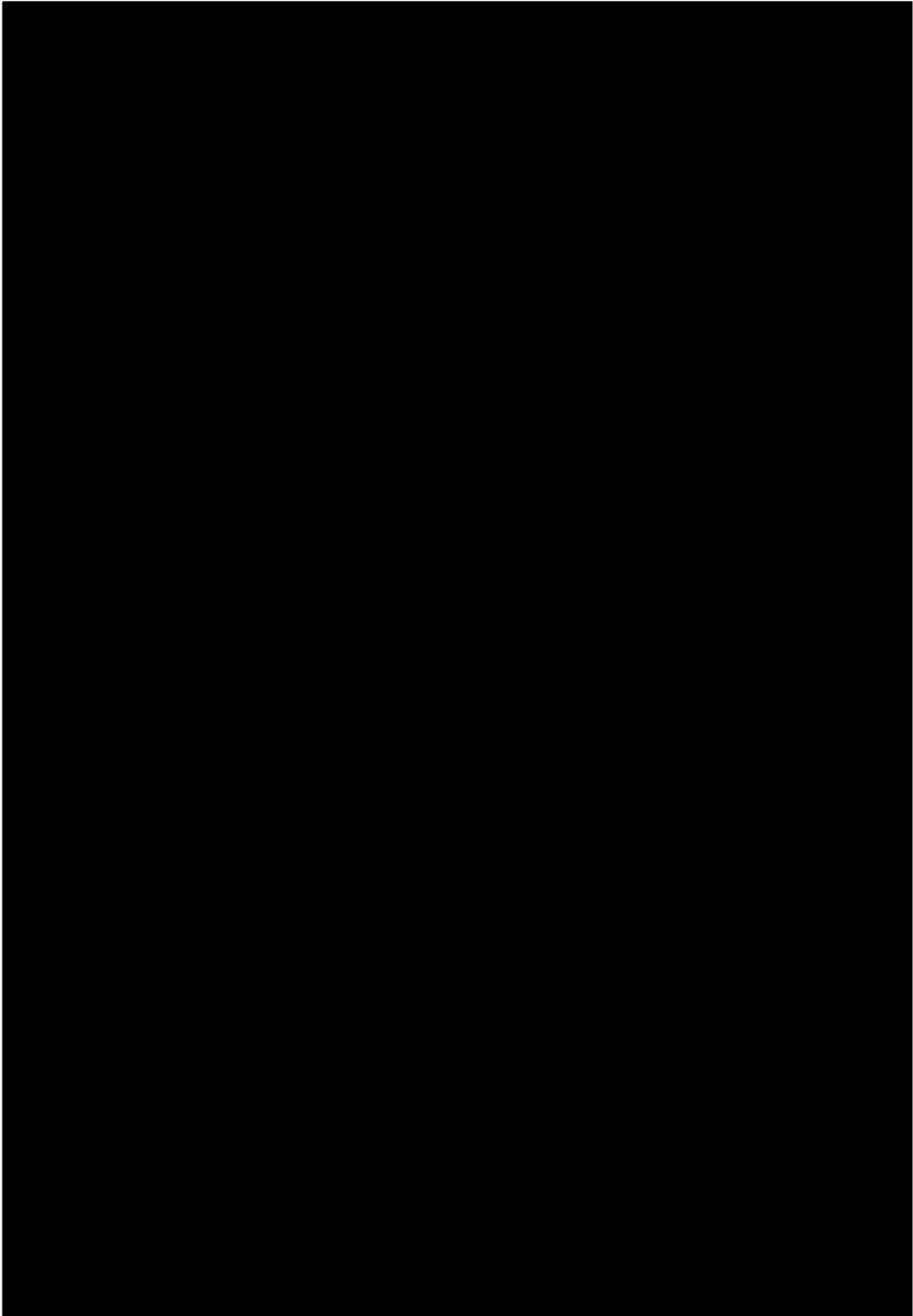


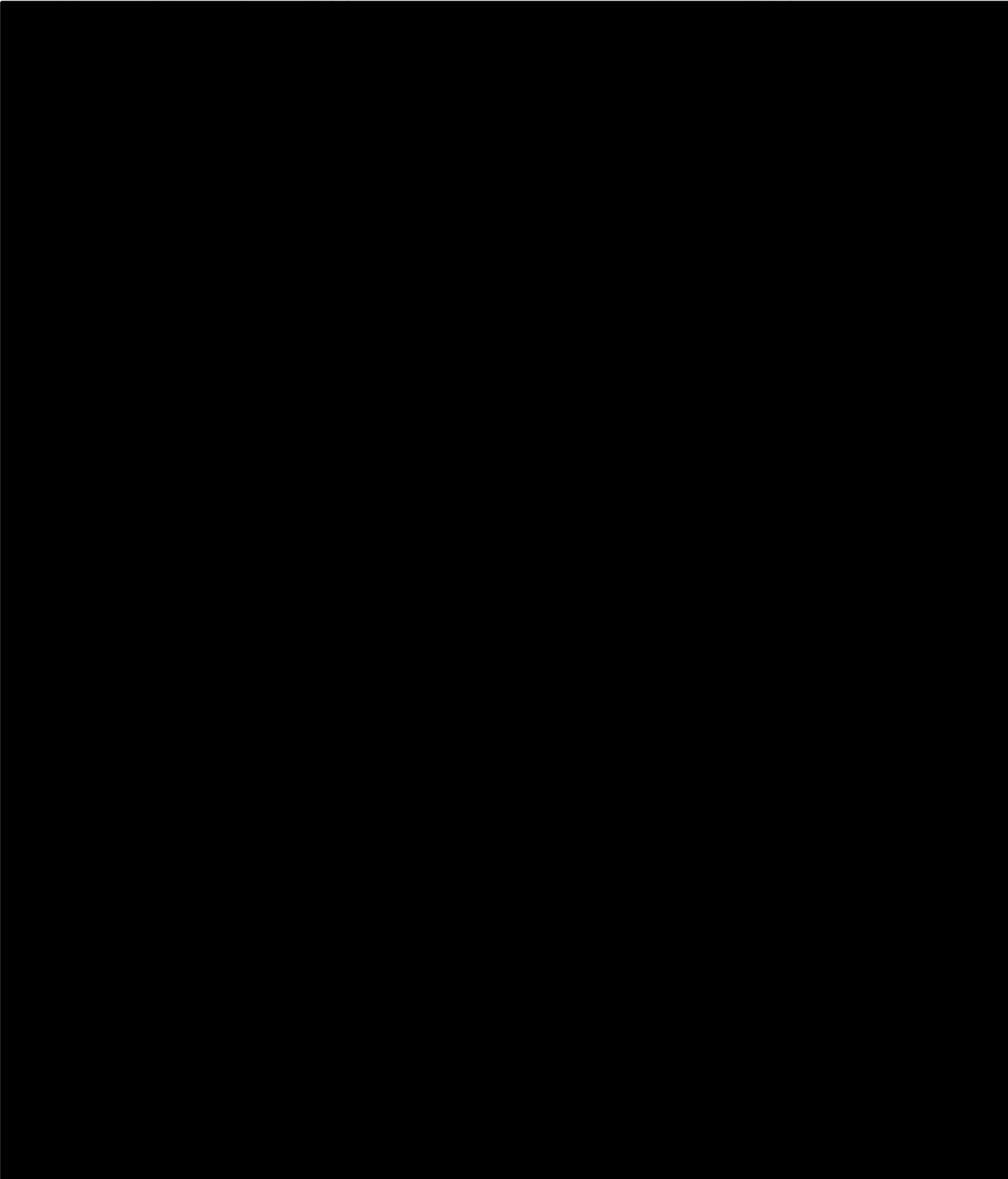


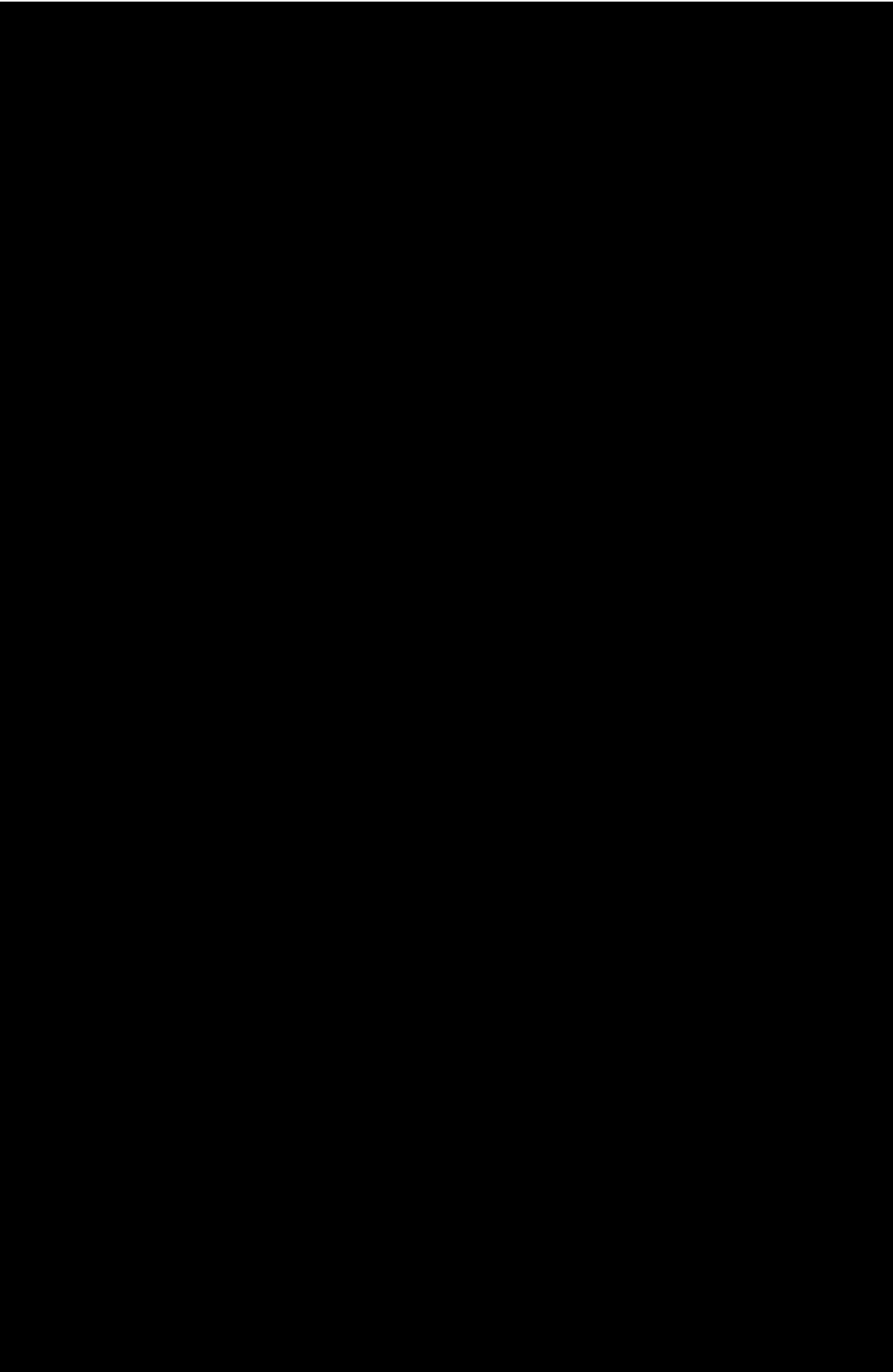


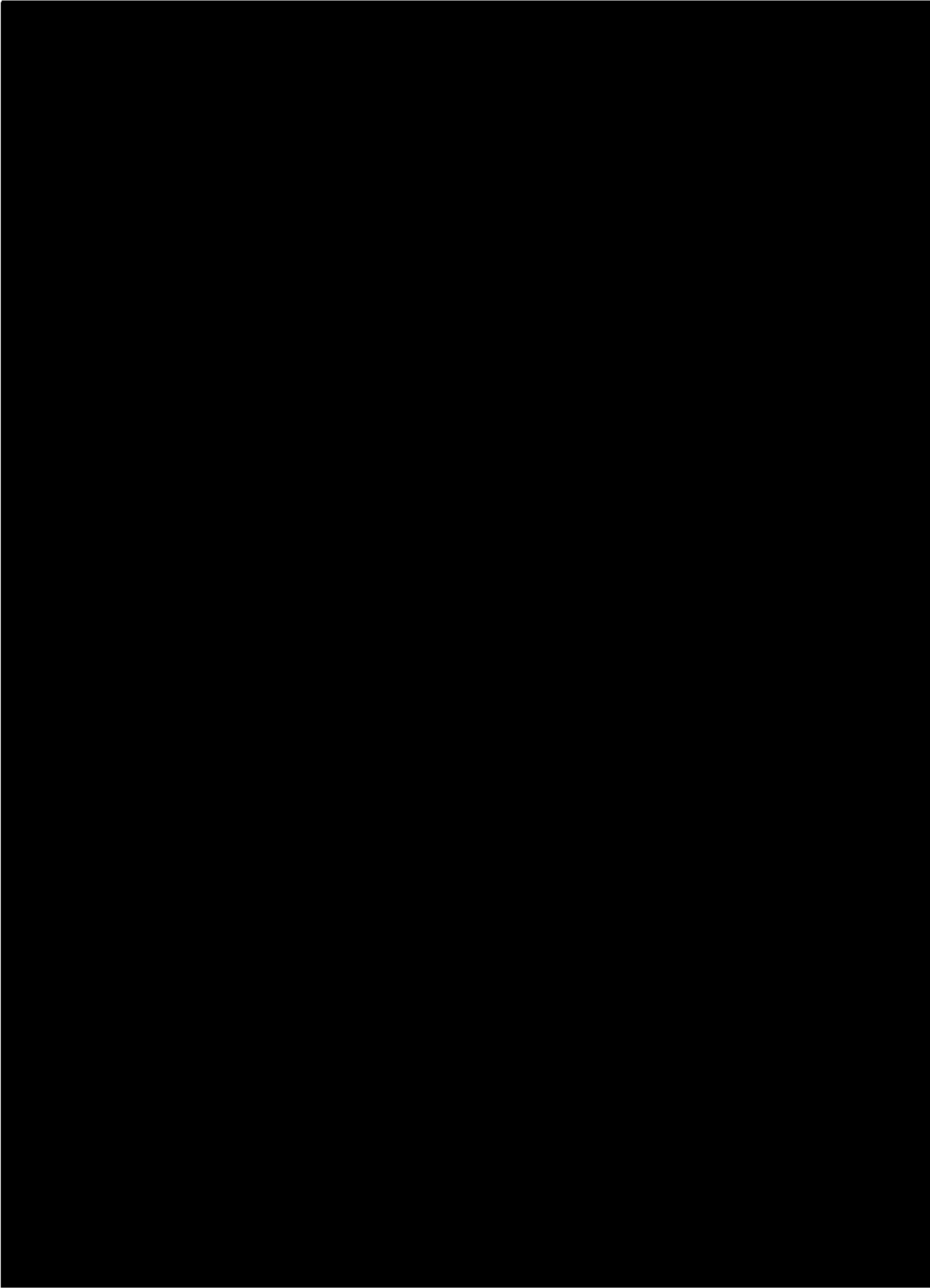


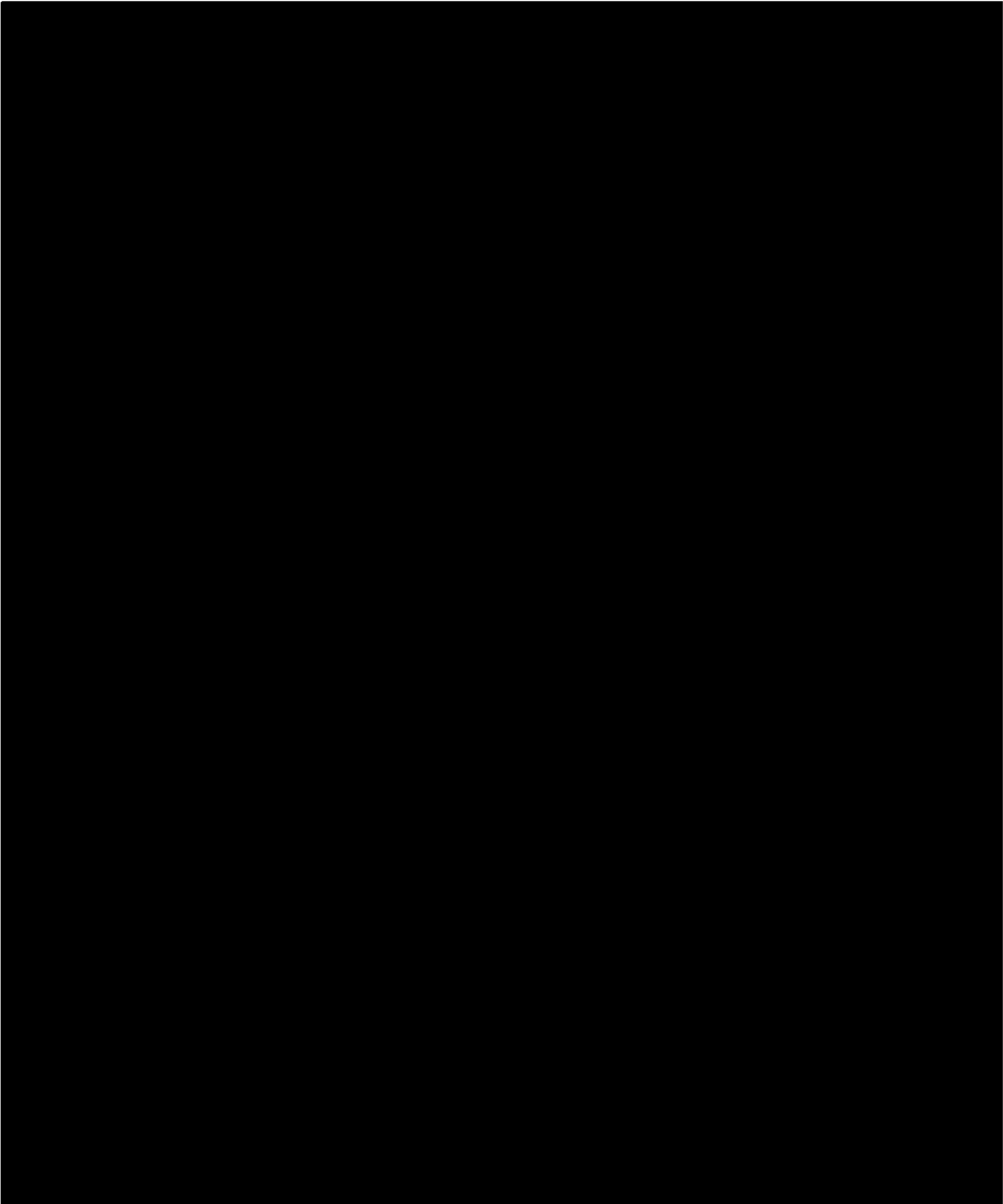
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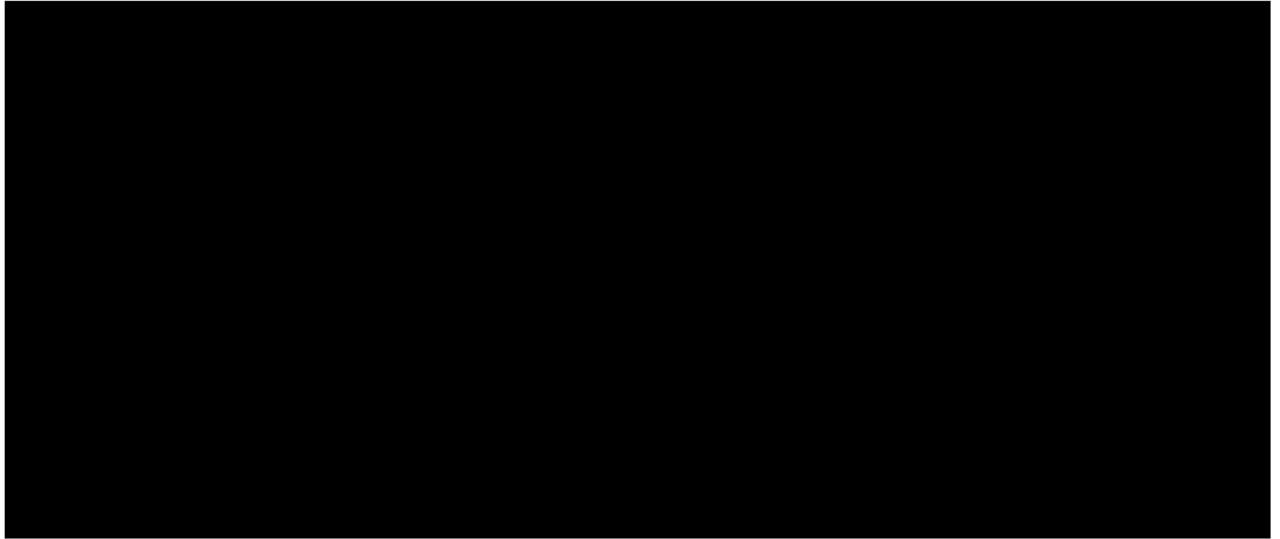






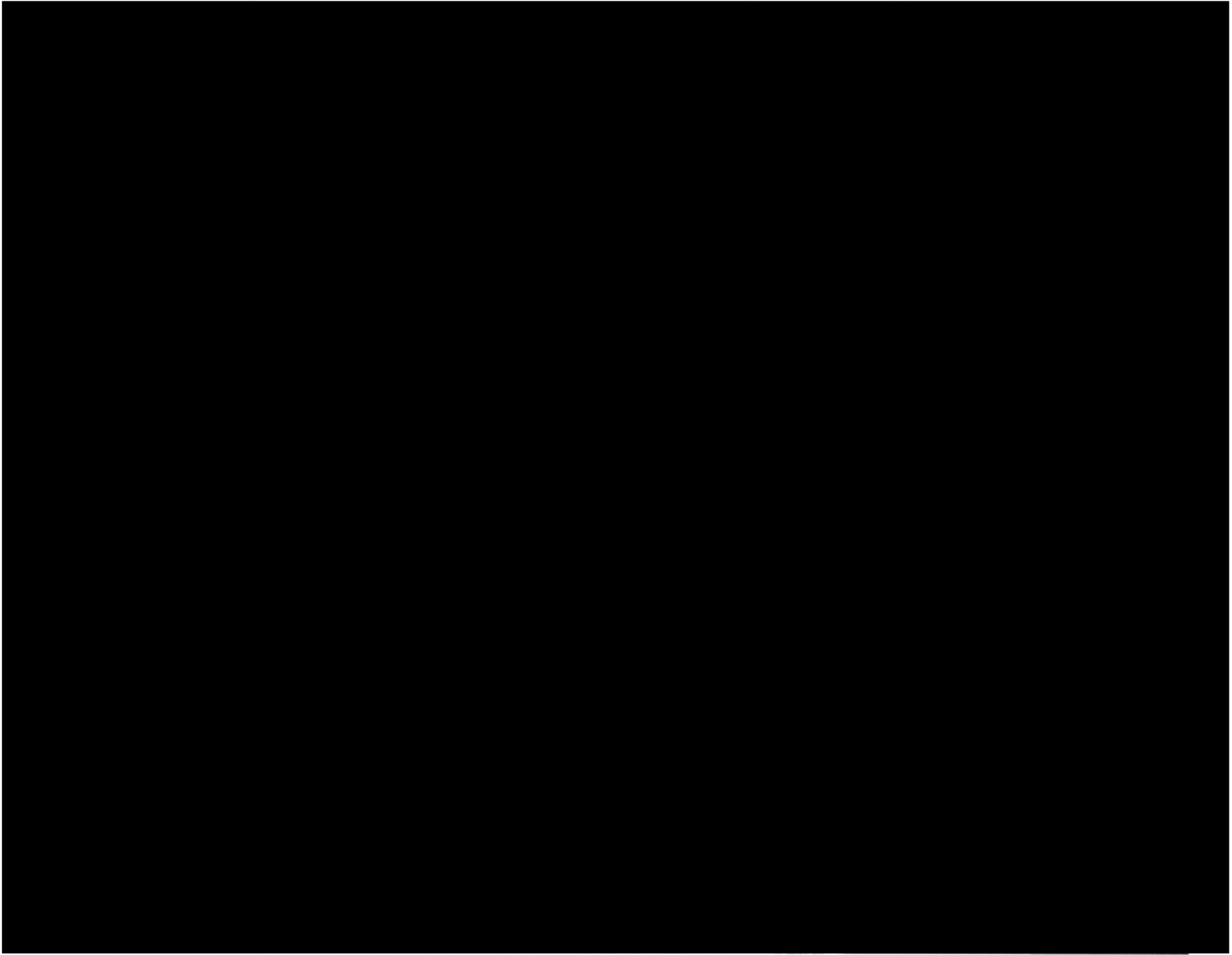
**SCHEDULE 17**

**ICT Implementation Plan**





**Part 1: Outline ICT Implementation Plan**





**- End of Schedules -**

