

## Agenda Item 4

*There are many issues with current Policies and Procedures. Below are the most pressing ones which are related to Health and Safety, other Policy Updates will be looked at in February/March 2016, when time permits.*

*The Terms and Conditions for Services are taken from EBC (with their consent) along with the Control of Contractors and adapted for the Parish Council they will be more than adequate to control the Contractual and Health and Safety Risk Management for the majority of Contracts for Services*

**Agenda Item 4 a) For ALL SMALL CONTRACTS or contracts where the risk assessment is LOW (say up to £30-50k Financial Risk Limit)**

### **i) CHANDLER'S FORD PARISH COUNCIL TERMS AND CONDITIONS FOR SERVICES - DRAFT**

#### **1. DEFINITIONS**

"Council" means the Chandler's Ford Parish Council and where the context permits, reference to the Council in these Terms and Conditions shall include reference to an employee of the Council.

"Price" means the price or rate for the Services given in the Purchase Order.

"Key Personnel" means any person named on the Purchase Order as key personnel or any person who the Council notifies the Contractor is to be regarded as a key personnel during the course of the Services.

"Services" means the services described in the Purchase Order.

"Order Number" means the unique number that appears on the Purchase Order.

"Parties" means the Council and the Contractor.

"Premises" means any land or building where the Services are to be performed specified in the Purchase Order.

**"Purchase Order" means an order for services served by the Council on the Contractor which includes a description of the services, the price or rate applicable to the services and any particular terms applying to the services which are additional to these Terms and Conditions.**

"Contractor" means the person, firm or company whose name appears as the addressee in the Purchase Order.

"Terms and Conditions" means these terms and conditions for the supply of Services.

#### **2. GENERAL**

**2.1 These Terms and Conditions together with the relevant Purchase Order and any other document, plan or specification referred to in the Purchase Order constitute the contract between the Parties for the Services (“the Contract”).**

**2.2 In the event of any conflict between a clause in these Terms and Conditions and a term of the Purchase Order, the term of the Purchase Order shall prevail.**

**2.3 The Contract constitutes the entire agreement between the parties relating to the Services and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. However nothing in the Contract shall limit or exclude any liability for fraud.**

**2.4 Nothing in this Contract shall have the effect of making the Contractor an agent, servant or employee of the Council.**

### **3. THE SERVICES**

3.1 The Contractor shall provide the Services set out in the Purchase Order.

3.2 The Contractor shall perform the Services:

- a. with reasonable care and diligence;
- b. in accordance with industry best practice and using the best available techniques and standards;
- c. using staff who have appropriate skills, qualifications and experience;
- d. using the appropriate number of staff; and
- e. to the reasonable satisfaction of the Council’s Representative.

3.3 The Contractor shall provide all plant, equipment and materials necessary for the performance of the Services except as otherwise agreed with the Council. All plant, equipment and materials shall be at the Contractor’s risk. The Price shall include the costs of haulage of plant, equipment and material to the Council’s Premises and their removal after the Services are complete.

3.4 The Contractor shall not place or cause to be placed any orders with third parties or otherwise incur any liabilities to third parties in the name of the Council without the prior written consent of the Council’s Representative.

### **4. TIME OF PERFORMANCE**

4.1 The Contractor shall carry out the Services for the period and/or in accordance with the timescales set out in the Purchase Order. In the event that the Purchase Order does not specify any timescales, the Contractor shall comply with any reasonable timescales notified by the Council.

4.2 The Council may by written notice require the Contractor to execute the Services in such order as the Council may reasonably decide. In the absence of such notice the Contractor shall submit such detailed programmes of work and progress reports as the Council may from time to time require.

4.3 The Contractor shall notify the Council immediately if it becomes aware of any event that it believes is likely to delay or impede the performance of the Services.

4.4 In the event that the Contractor fails to meet a date or dates set out in the Purchase Order it shall, on the request of the Council, and without prejudice to the Council's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations at no additional cost to the Council.

## **5. REJECTION OF SERVICES**

5.1 The Council may at any time reject the Services or anything delivered as part of the Services which in the reasonable view of the Council does not comply with the Purchase Order or these Terms and Conditions in any material way.

5.2 If the Council rejects all or part of the Services under Condition 5.1 above, it shall serve a notice on the Contractor stating the reasons for such rejection.

5.3 Following receipt of a notice of rejection of the Services, the Contractor shall have 5 (five) working days (or such other period as the Parties may agree in writing) during which the Contractor shall correct the faults which caused the notice of rejection to be issued.

5.4 If the Contractor fails to correct the faults which caused the notice of rejection to be issued to the reasonable satisfaction of the Council within 5 (five) working days, the Council shall be entitled to terminate this Contract or any part of the Services.

5.5 The Contractor shall remove and/or re-execute (at the choice of the Council) any work that has been rejected by the Council.

5.6 The Council may require the immediate removal from its premises of anything delivered by the Contractor which, in the reasonable view of the Council, is hazardous or noxious. The Contractor shall comply with any such request at its own expense.

## **6. CONTRACTOR'S PERSONNEL**

6.1 The Contractor shall make Key Personnel available for the purposes of the Services and shall not make any changes in the Key Personnel without the prior written approval of the Council.

6.2 If and when requested by the Council, the Contractor shall provide the Council with a list of the names and addresses of any person being used in the Services specifying, in each case, the capacities in which they are involved and giving such other particulars and evidence of identity and other supporting evidence as the Council may reasonably require.

6.3 The Contractor shall comply with any notice reasonably given by the Council stating that a person named in the notice is not to be involved any further in the provision of the Services. The Contractor shall replace any such person with someone of equivalent skills and qualifications.

6.4 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of any act of Parliament relating to discrimination in employment. The Contractor shall take all reasonable steps to secure the observance of these provisions by all servants, sub-contractors or agents of the Contractor.

## **7. SECURITY AND USE OF COUNCIL'S PREMISES**

7.1 Where the Services are being carried out at Premises owned or occupied by the Council:

- a) The Contractor shall comply and shall ensure that its staff, sub-contractors and agents comply with any rules or regulations applied by the Council in relation to security at its premises;
- b) The Contractor shall comply with any notice given by the Council stating that a person named in the notice is to be removed from the Premises and/or not deployed any further in the provision of the Services.

The Contractor shall ensure that the person is replaced by someone of at least equivalent skills and qualifications. The decision of the Council on whether someone may be admitted to its Premises is final. The Contractor shall bear the cost of complying with such a notice.

- c) The Contractor shall keep the Premises reasonably clean and tidy while the Services are being performed and shall leave them clean and tidy on completion.
- d) The Contractor shall pay the costs of making good any damage to the Premises (and any fixtures and fittings of the Premises) done by its employees, agents or sub-contractors other than fair wear and tear.
- e) The Contractor shall occupy the Premises as a licensee.
- f) The Contractor shall co-operate with any other person, firm or company which is providing services to the Council at the same time as the Contractor.

## **8. PAYMENT**

8.1 In consideration of the carrying out of the Services by the Contractor the Council shall pay the Contractor the Price.

8.2 The Contractor shall submit an invoice for the Services to the Council's address for invoices given in the Purchase Order. The invoice shall contain the Order Number and a description of the Services carried out and the Price payable.

8.4 The Council shall pay the Contractor within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Council.

8.5 In addition to the Price, the Council shall pay the Contractor a sum equivalent to any Value Added Tax chargeable in respect of the Services. Value Added Tax shall be shown as a separate item on the Contractor's invoice.

8.6 The Contractor shall implement any legislative requirement to account for goods and services in Euro instead of or as well as Sterling at no cost to the Council. The Council shall provide all reasonable assistance to facilitate any such requirement.

## **9. RECOVERY OF SUMS DUE**

If any sum is recoverable from or payable by the Contractor under the Contract, that sum may be deducted from any sum then due or which at a later date becomes due to the Contractor under the Contract or under any other agreement with the Council.

## **10. AUDIT**

The Contractor shall keep and maintain until two years after the Contract has been completed records to the satisfaction of the Council of all expenditures that are reimbursable by the Council. These records shall include records of the hours worked and costs incurred by the Contractor or any employees of the Contractor in connection with the Services. The Contractor shall on request afford the Council or any person reasonably specified by the Council such access to those records as may be required by the Council in connection with the Contract.

## **11. INTELLECTUAL PROPERTY**

11.1 The intellectual property rights (including the copyright) in any reports, documentation or materials produced as part of the Services are hereby assigned to and shall vest in the Council. This condition shall survive the termination of this Contract.

11.2 Save where the Services uses documentation and materials supplied by the Council, the Contractor warrants that none of the documentation and materials used or created as part of the Services shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.

11.3 The Contractor shall indemnify the Council against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and Council basis) which the Council may incur as a result of or in connection with any breach of clause 11.2.

## **12. HEALTH AND SAFETY**

12.1 The Contractor shall notify the Council of any health and safety hazards which may arise in connection with the performance of this Contract.

12.2 Where the Services are being carried out at land or premises owned or occupied by the Council, the Council shall notify the Contractor of any health and safety hazards which may exist or arise at its premises and which may affect the Contractor.

The Contractor shall draw these hazards to the attention of any of its employees, subcontractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

**Should any of the hazards be identified as medium or high by the Council, the Contractor will be required to provide a written risk assessment and method statement to show how the risks will be managed properly.**

### **13. CONFIDENTIALITY**

13.1 The Contractor undertakes to keep secret and not to disclose and to procure that its employees, subcontractors and agents keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Contract. Nothing in this clause applies to information which is already in the public domain or the possession of the Contractor other than by reason of breach of this clause.

13.2 The provisions of this Condition shall survive the termination of this Contract however that occurs.

### **14. INDEMNITY AND INSURANCE**

14.1 Without prejudice to any rights or remedies of the Council the

Contractor shall indemnify the Council against all actions, demands, losses, expenses

and costs (including legal costs on a solicitor and client basis) which the Council may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Services or any negligence or breach of this Contract by the Contractor.

14.2 The Contractor warrants that it has in place with a reputable insurance company a policy or policies of insurance covering all the indemnities under this Contract. At the request of the Council the Contractor shall produce the relevant policy of insurance together with evidence of payment of its latest premium.

### **15. CHANGE CONTROL**

15.1 This Contract may not be varied or amended unless the variation or amendment is in writing and agreed by both the Council and the Contractor.

15.2 The price for any variation (if applicable) shall be the fair and reasonable price taking into account the market price available to the Council for similar services. The Contractor shall supply the Council with all information necessary to allow the Council to ascertain whether the price is fair and reasonable.

15.3 If any change is agreed to anything included on the Purchase Order the Council reserves the right to issue a replacement Purchase Order. These terms and conditions shall apply to any replacement purchase order as if it were the original Purchase Order.

## **16. ASSIGNMENT OR SUB-CONTRACTING**

16.1 The Contractor shall not assign or sub-contract any part of the Services without the written consent of the Council.

16.2 No sub-contracting of this Contract shall in any way relieve the Contractor of its obligations under the Contract.

16.3 Where the Contractor enters a sub-contract for the purpose of performing this Contract it shall ensure that the sub-contract has a term requiring the Contractor to pay the sub-contractor within 30 days of receipt of a valid invoice.

## **17. RIGHTS OF THIRD PARTIES**

This Contract shall not create any rights which are enforceable by anyone other than the Parties.

## **18. TERMINATION**

18.1 The Contractor shall notify the Council in writing immediately upon the occurrence of any of the following events:

a) (where the Contractor is an individual) if a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the

Contractor, or the Contractor makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs;

b) (where the Contractor is a firm; or a number of persons acting together in any capacity) if any event in (a) or (c) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or

c) where the Contractor is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

18.2 The Council shall be entitled to terminate this Contract by notice to the Contractor with immediate effect if:

a) any of the events described in Condition 18.1 occurs;

b) the Contractor has committed a material breach of this Contract and (if such breach is capable of remedy) has failed to remedy such breach within thirty days of being required by the Council in writing to do so; or

c) (where the Contractor is an individual), if he shall die or be adjudged Incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983.

18.3 The Council shall be entitled to terminate this Contract at any time by giving to the Contractor not less than thirty days' notice to that effect.

## **19. NOTICES**

19.1 Any notice or other communication given under or pursuant to this Contract must be given in writing and must be delivered in person or sent by post. Communications must be sent to the address for communications given in the Purchase Order (which may be altered at any time by the altering Party giving the other Party 15 days notice of a changed address).

Communications to the Council must be sent to its address given for the buyer contact on the Purchase Order and not its address for invoices.

19.2 A notice or communication shall be deemed to have been received 2 working days after posting in the case of first class delivery and 4 working days after posting in the case of second class delivery unless the receiving party proves otherwise.

## **20. GOVERNING LAW**

Unless the Purchase Order specifies otherwise, this Contract shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **21. BRIBERY AND CORRUPTION**

The Council may cancel the contract and recover from the Contractor the amount of any loss resulting from such cancellation:

21.1 If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for so doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract, with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council or

21.2 If the like acts shall have been done by any person in the employ or on behalf of the Contractor (whether with or without the Contractor's knowledge, or

21.3 If in relation to any contract with the Council the Contractor or any person in the employ of or acting on the Contractor's behalf shall have committed an offence under the Prevention of Corruption Acts, 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.



**ii) Control of Contractors Policy. For ALL LARGER CONTRACTS where the Risk is assessed as MEDIUM or HIGH (and/or £30-50+K Financial Risk) -DRAFT**

**CONTROL OF CONTRACTORS POLICY**

**UNDERTAKING AND MANAGING THE HEALTH & SAFETY ASPECTS OF A CONTRACT**

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## 1. INTRODUCTION

In any relationship between an organisation and a contractor, both parties will have duties under health and safety legislation; these responsibilities, if not properly managed, can lead to costly mistakes. This guidance aims to set out the basic requirements to ensure that contracts are set up and effectively managed in order to minimise the risks to the Council.

### 1.1 Legislation

All work activities are covered by health and safety legislation and there are a number of specific regulations which relate to the selection and management of contractors; you should be aware of these general requirements. The regulations are supported by comprehensive guidance notes and Approved Codes of Practice (ACoPs), the latter having a quasi legal standing:

- Health and Safety at Work Etc Act 1974 (HASWA)
- Management of Health and Safety at Work Regulations 1999 (MHSWR)
- Construction (Design and Management) Regulations 2007 (CDM)
- Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

Other health and safety regulations may be applicable to the work to be undertaken or the service to be delivered; for further information check the Health and Safety Executive's website [www.HSE.gov.uk](http://www.HSE.gov.uk).

## 2. PLANNING PHASE

### 2.1 Define the work / service / responsibilities for delivery

Before you employ a contractor to do work for you or provide a service for the Council, you need to clearly identify the scope of the proposed work. You must have a clear understanding of exactly what is to be carried out by the contractor and what is outside their remit; as a consequence the specification must be comprehensive and unambiguous.

At this stage you need to establish who will be responsible for each element of the project or service, it is important that these roles are defined and allocated to ensure that the inherent hazards are identified, the level of risk is assessed and the required measures are taken by the relevant parties to eliminate or manage the significant risks.

On small contracts this could be undertaken by an individual who is deemed competent, such as the Parish Clerk or another officer who is usually the person responsible for letting the contract. However, for larger and more complex contracts this is likely to be carried out by an appointed project team or a specialist such as a Quantity Surveyor; it is essential therefore to establish who will be undertaking this role at an early stage.

Once you know what the contract entails, you need to consider the health and safety implications that will arise in carrying out the work or providing the service and this is achieved by carrying out work specific risk assessments.

## **2.2 Assessment of risk**

Assessing and managing risk is an implied duty under the Health and Safety at Work etc Act as any organisation, whether in the public or private sector, cannot maintain a healthy and safe working environment if the significant health and safety risks have not been identified and effectively managed or eliminated. This general duty extends to safeguarding others that could be affected by the work activity or service delivery such as customers, members of the public and contractors.

This implied duty to assess and manage risk is now a specific legal requirement under the Management of Health and Safety at Work Regulations. Failure to do so could lead to formal action being taken by the enforcing authorities and / or civil action in the event of an accident or incident. There is also the question of reputational risk due to the adverse publicity that will inevitably follow.

## **2.3 Identify the hazards**

A hazard is anything that can cause harm, for example working at height to carry out structural repairs or cash collection from car park pay and display machines.

As the client, you are best placed to identify the inherent hazards that will arise in carrying out the work or delivering the service.

A template for conducting small scale hazard identification can be found in Appendix 1.

## **2.4 Assess the risks**

As highlighted earlier, contractors have legal responsibilities for undertaking risk assessments to ensure their employees are not exposed to significant health and safety risks. Their perception of work related risk should mirror your assessment of the potential risks that will arise in fulfilling the contract.

It is therefore a two way process, the potential contractors will require information from you in relation to the project or work to be undertaken and, depending on the complexity of the task and the inherent risks, the contractors may be required to prepare detailed safety method statements to demonstrate how they intend to carry out the work so that the risks are controlled and effectively managed.

This exchange of information should identify all the significant risks that are likely to arise in completing the project or delivering the service. The next stage is to ensure that

the risks are eliminated or effectively managed which will be reflected in your specification as the client and the contractor's proposals for executing the contract.

A template for assessing risks can be found in Appendix 1 and consideration should be given to passing a copy of this document to prospective tenderers.

## **2.5 Eliminate and reduce the risks**

Risks are managed through a recognised hierarchy of control measures; firstly you will need to establish whether it is possible to eliminate any of the risks i.e. By considering alternative ways of carrying out the work. For example, the use of long poles and hoses in window cleaning rather than ladders, thereby eliminating the need to work at height and the inherent risk of falling. The work specification and agreed safe systems of work should underpin these control measures and the safety management arrangements that will be required.

As client, you need to establish whether the precautions:

- Meet mandatory health and safety requirements;
- Comply with the appropriate industry standards;
- Represent best industry practice;
- Reduce risk, as far as is reasonably practicable.

## **2.6 Discussions with the contractor**

Effective communication between the client and contractor has been highlighted as being key to ensuring the successful implementation and completion of the contract, thereby safeguarding the health and safety of all involved.

Whether it is a one off project or a long service contract it is important that regular dialogue is maintained between client and contractor(s) to monitor performance and to respond to external factors that could impact on the project or delivery of the service thereby affecting the level of risk; as an example, the effect of severe weather on waste collection services and construction projects.

As recognised good practice, and to provide an audit trail if required, meetings should be minuted and the outcome of discussions should be agreed and documented.

## **2.7 Storage of information**

It is recommended that all information pertinent to the contract, from the planning stage through to monitoring and final debriefing, is stored in a single location.

## **2.8 Construction Projects**

With regards health and safety legislation and associated guidance, the term construction covers a much wider range of activities than just building works; some examples, which is not exhaustive, are listed below:

- Site clearance, demolition, the dismantling of structures, including prefabricated elements, and excavation work.
- Construction, structural alterations, renovation, repair, redecoration and maintenance.
- Installing, maintaining, repair or removal of services that are fixed within or to a structure; this can include telecommunication and IT cabling as well as electrical, gas and hydraulic supplies and services.

All work that falls within the definition of construction is subject to the Construction (Design and Management) Regulations (CDM). The construction industry is recognised as being high risk and it is essential therefore that the competency of prospective tenderers is assessed against the aforementioned regulations.

It should also be noted that large construction projects (work lasting for more than 30 days or involving 500 person days of work) have to be notified to the Health and Safety Executive (HSE) and these notifiable construction projects impose specific design, site co-ordination and management duties.

As a consequence, if the contract or a significant percentage of the work to be undertaken falls within the definition of construction, there is a specific question set for CDM that should be used for the pre-qualification stage; this can be found by referring to the CDM Guidelines.

### **3. CHOOSING A CONTRACTOR**

There are several ways of ensuring that a company is suitable and competent to undertake the task required. You may question the company directly on their previous health and safety performance and current management standards; this is a Tender Evaluation Process. If you are intending to evaluate the contractor using this method please see section 3.4.1.

However, should the organisation be a member of an accredited scheme, such as the Contractors Health & Safety Assessment Scheme (CHAS), health and safety information will already have been collated and validated. It should not be assumed that all information is correct and further checks may need to be carried out.

Advice on what checks should be undertaken can be obtained from the Corporate Health and Safety Officer.

If the company is already on an approved list of contractors for another authority, such as Hampshire County Council, confirmation is required to ensure that all health and safety information is available and is appropriate for the tasks to be undertaken.

Where only one company can carry out the work or deliver the service please refer to section 3.5. This is usually for specialist activities, such as employing a firm that specialises in sea defences, or in response to an emergency where the time frame to instigate remedial work precludes following the normal tendering process.

Evaluation of health and safety standards must be carried out by suitably competent and trained staff; for details about the training needed please refer to the appropriate section.

### **3.1 Use of approved contractors registers / lists**

Where the Parish Council holds an approved contractor register they must ensure that all companies on the register are suitable and have the resources to deliver the service or carry out the task. For example a company that has been appropriately assessed to carry out electrical work may not be competent for working on lifts.

A company must demonstrate that they are qualified to carry out the task and that their paperwork is suitable and sufficient, in order to assess this you should use the questionnaire set out in Appendix 2 and the evaluation and scoring forms in Appendices 3 and 4. Copies of the evaluation documentation should be kept (paper or electronic) for the whole time that the company is on the approved contractor list.

#### **Internal Approved Contractors Lists are held by:**

##### **The Parish Office**

It should not be assumed that once a company is on the list that they remain competent to undertake the task; a periodic review of the health and safety documentation must be carried out which is appropriate to the level of risk associated with the works. There should also be checks on the financial viability of the firm at regular intervals and updates to insurances/certificates etc.

For the duration of the contract regular monitoring must be undertaken and recorded in line with section 6. Any failures in the health and safety performance of the company may result in them being removed from the approved list at any time.

Management of these lists is the responsibility of the individual department or team concerned, however where any contractor is removed from a list for breaches in health

and safety performance, this information must be passed to the Safety Officer / Adviser for dissemination throughout the authority and to advise partnership organisations as appropriate.

### **3.2 Contracts with low health & safety risks**

For low risk contracts, usually but not exclusively low value and of short duration, the completion of a detailed Tender Evaluation Process is not warranted and in some cases could exclude small businesses that have the expertise and track record to tender for the work but due to their size, are unable to 'tick all the boxes'; an example being Gas Safe accreditation.

However, from a risk management standpoint some health and safety information is required to indicate their general level of competence:

- Submission of their current health and safety policy (a written policy is a legal requirement where 5 or more persons are employed).
- Work activity Risk Assessment
- Copy of Public Liability Certificate
- Confirmation of how health and safety training needs are identified and met and how the competence of employees to safely perform work tasks is assessed.
- Details of any enforcement action taken against the company during the preceding 3 years.

### **3.3 Contracts with medium health & safety risks**

All potential contractors must be asked to complete the questionnaire in appendix 2, to ensure that their health and safety standards are acceptable.

The returned information should be evaluated using the scoring sheet in Appendix 3.

### **3.4 Contracts with a high health & safety risk**

#### **3.4.1 Tender Evaluation Process (TEP)**

TEPs are given to companies requesting information on various subjects, including Health and Safety. They assist the Client pre select who will then be asked to tender for the works. There may be some specific examples in which you would not want to use a TEP, in this case please refer to section 3.6.

TEPs will include questions to assess other matters, including the financial position of suppliers and their technical capacity, as well as Health and Safety. The Council will have

a preferred form of TEP, but you should ensure that the questions and information set out in Appendix 2 are included in all tender evaluation questionnaires.

The weighting of health and safety information related to other factors, for example finance, could vary depending on the type and nature of the work to be carried out. This should be decided before the TEP documentation is sent out, and included in the TEP (together with details of how the TEP will be assessed – see below).

#### 3.4.2 Validation / Assessment of information

Appendix 3 contains a document that should be used for evaluation of the TEP returns.

### 3.5 Single supplier

Where there is only one company who is able to provide this work a TEP must be completed. Any failings identified must be discussed with the Health and Safety Officer / Adviser.

### 3.6 Restricted timescales

If there is not enough time available before the work commences to complete a TEP then the contract manager must discuss alternatives with the Health and Safety Officer / Adviser. There may be a requirement for an increase in on site / task monitoring to ensure adequate health and safety standards are met.

## 4. TENDER PHASE

When drawing up the “instructions for tendering” document the council’s officer must ensure that health and safety is included, the extent of which will depend on the nature of the contract / tender. In some circumstances the council’s officer may have sufficient knowledge of the subject to create a highly detailed specification and as a result may draw up a health and safety plan. Alternatively the council’s officer will not have sufficient competence and therefore as part of the tendering process the company will be required to supply detailed method statements of the work to be carried out or the service to be provided.

It should be specified that the contractor shall notify the client of all accidents, incidences of occupational ill health and dangerous occurrences that are reportable under RIDDOR.

It is suggested that the specification requires the contractor to meet all relevant legislation, enforcing authority guidance, approved codes of practice and industry



standards. For example, refer to L144 “Managing health and safety in construction” for any building related works.

Health and safety references may be followed up.

## **5. DRAWING UP CONTRACTS**

The responsibility for writing the specification sits with the council’s officer. Putting together the contract as a whole should be undertaken by a specialist (such as a Quantity Surveyor) if the contract is deemed to be a high risk. It is advisable that if you are creating a medium risk contract that the documentation is reviewed by your specialist prior to issue.

## **6. MANAGEMENT OF A CONTRACT**

Prior to commencement of work on site the Client must ensure that all relevant information has been supplied to the contractor. They should also check that all special arrangements are agreed and in place before any work takes place. Teams must decide what they need to do to effectively manage and supervise the work of contractors.

The more impact the contractor’s work could have on the health and safety of anyone likely to be affected, the greater the management and supervisory responsibilities of the Client<sup>1</sup>. You don’t need to watch them all the time; you have to weigh up what commensurate with the level of risk. Clients will also have greater management and supervisory responsibilities where they know more about the health and safety implications of the contracted work than the contractor. In all circumstances, clients need sufficient knowledge and expertise to manage and supervise the contracted work. It is essential that the nature of the controls to be exercised by the client are agreed before work starts. An important element is the contractor’s arrangements for the selection and control of any sub contractors.

Clients will need to agree with the contractor how the work will be carried out and the precautions that need to be taken.

In any client / contractor relationship, there must be co-operation and co-ordination between all parties involved, to ensure the health, safety and welfare of all at the workplace / delivering the service and anyone else likely to be affected.

The Client should set liaison arrangements with all parties and this could take the form of regular meetings or briefings. Liaison is particularly important where variations of the work are proposed or where more than one contractors or sub-contractor is engaged.

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<sup>1</sup> This could be any officer authorised by the Council e.g. the Safety Officer, a Health & Safety Adviser, or a specialist consultant.

It is also important to ensure that appropriate information passes both from client to contractor and vice versa for the duration of the contract. For example, if new hazards arise these must be communicated.

### **6.1 Monitoring of a Contract**

Clients, contractors and sub contractors should monitor their health and safety performance. This means checking whether the risk assessments are up to date and that control measures are effective. The level of monitoring depends upon the risks, the greater the risks, the greater the need for effective monitoring. Periodic checks / inspections should be made on the contractor's performance to see if the work is being done as agreed; all of these checks should be recorded.

It may be appropriate for you to set up contractor monitoring pro forma. Any special arrangements must be agreed with the contractor prior to the works commencing, for example weekend working.

Any RIDDOR reportable accident and incidents must be reported to the Client and must be appropriately investigated to ensure procedures are adequate to prevent recurrence.

### **6.2 Controls**

Should, during an inspection, you establish that health and safety performance is not to the required standard this should be discussed with the contractor to identify the reasons why and to agree corrective action required to remedy the situation. It is recommended that your concerns and requirements are stated to the contractor in writing, and a copy of this kept on file. You should consider increasing the frequency of monitoring / inspection to assess the effectiveness of the remedial actions.

If this is not sufficient in dealing with the problem any member of the project team has the right, and support of the Council, to stop the works immediately.

If the situation is deemed to be dangerous to employees, contractor staff or the public then any authorised officer should halt the work immediately without the need for written communication with the contractor. A meeting should then be arranged with the contractor as soon as possible to discuss the situation.

## **7. REVIEWING THE CONTRACT**

On completion of the contract the Client Officer should review and evaluate the contractor's performance in completing the project / delivering the service to see if there are any lessons to be learnt. They should consider:

- The planning phase
- Choice of contractor
- The work undertaken / service delivery

- The effectiveness of the contract and supervision

This should be recorded in writing; a possible template to follow has been included in Appendix 5. If the company consistently performs unsatisfactorily through the duration of the contract consideration should be given to removing them from the approved list of suppliers.

**Appendix 1: Template for the Planning Phase**

Completed by:	Date:
Contact details:	
Define the task / service / responsibilities:	
Identifying the hazards:	

Assessing the risks:
Additional information / comments:
Overall risk rating (High, Medium, Low):

**Appendix 2: Health and Safety Tender Evaluation Questionnaire**

SECTION F: Health and Safety

F.1 In reviewing a company’s Health and Safety policy we seek to establish that the policy \_\_\_\_\_ meets the standards defined in Section 2 (3) of the Health and Safety at Work Act 1974 \_\_\_\_\_ and various legislation.

F.2 Does your organisation make sure it complies with the Health and Safety at work Act \_\_\_\_\_ 1974?

Yes \_\_\_\_\_

No \_\_\_\_\_

Tick as appropriate

F.3 In particular we look for a statement of intent signed and dated and that duties for health and safety are allocated and the responsibilities at different levels described. In larger Companies a structure chart will assist.

F.4 We also seek to determine that arrangements exist for consultation with staff on health and safety issues.

F.5 When reviewing a policy we also seek to establish what arrangements or procedures or codes of practice a company has to ensure they comply with the duties placed upon them to undertake activities such as Risk, COSHH, arrangements for providing appropriate PPE, arrangements for ensuring reporting accidents and dangerous occurrences to the enforcing authority.

Please complete and return the enclosed separate Health & Safety questionnaire, together with all the listed supporting documentation

Questionnaire enclosed (Yes/No)

.....  
(Refer to section 2.8 regarding contracts where CDM is applicable)

### Health and Safety Questionnaire

**It is important when making your application that you read the following and provide a response to all the questions asked. Failure to do so may result in your not being included in the shortlist.**

Date of application: .....

Company name: .....

Number of Employees:.....

*Administrative:* .....

*Technical:* .....

*Workers:* .....

Registered address: .....

.....  
.....  
Contact address (if different from above): .....

.....  
.....  
Telephone number: .....

Fax number: .....

Name of person providing competent health and safety advice:  
.....

What are their (H&S) qualifications:  
.....  
.....

**1. Safety Policy**

**1.1** You must return with this application, a copy of the following documents:

- a) The statement of your General Policy on Health and Safety.
- b) The organisation for carrying out the policy i.e. division of duties, delegation of responsibilities, structure chart, etc.
- c) The arrangements for carrying out the policy i.e. safety procedures, safety manuals, etc.

**2. BS EN/ISO 9000**

Is your company registered?  
YES/NO

(If yes a copy of the certificate of registration including scope of registration must be included).

Does the QA management cover the internal auditing of the Health and Safety system?

YES/NO

If your company is not registered, do you intend to achieve registration?

YES/NO

If your company is not BS EN/ISO 9000 registered, are you working under HS(G) 65 or BS8800?

YES/NO

**3. Information, Instruction & Training**

**3.1** State how the policy is brought to the attention of all your employees:

.....  
.....

**3.2** List the current Health and Safety handbooks or written instructions issued to your employees:

.....  
.....  
.....

**3.3** List the Health and Safety training suitable to the work, equipment or processes given to Managers and workers in the last three years. (Send copies of certificates of acceptance or attendance, or details of the training provider). Continue on separate pages if necessary.

*Managers:*

.....  
.....

.....  
.....  
.....  
.....

*Workers:*

.....  
.....  
.....  
.....  
.....  
.....

**4. Accident Statistics or Enforcement Notices**

**4.1** Please provide accident and ill-health statistics for the last three years:

<i>Year</i>	<i>Fatal</i>	<i>Major Injury or Non-Reportable "Over 3 day"</i>
2008	.....	.....
2009	.....	.....
2010	.....	.....



2011 .....

**4.2** Please provide details of any enforcement notices or prosecutions served on your company in the last three years by the HSE or Local Authority. *(Please note that disclosure of information in this section will not disbar your company from placement on the tender list).*

.....  
.....

**5. Associations or Memberships**

**5.1** Is your company a member of any trade association (e.g. CITB, NBC, etc.)?

YES/NO

If yes please provide details (including Membership No.)

*Association Membership No.*

.....  
.....

Do they provide health and safety information and advice? YES/NO

**5.2** Is your company a Member of any health and safety organisation (e.g. RoSPA, British Safety Council, etc.)?

YES/NO

If yes please provide details:

.....  
.....

**5.3** Has your company received or been awarded any health and safety related awards (e.g. RoSPA, British Safety Council, etc)?

YES/NO

**6 Risk Assessments**

**6.1** Do you undertake your own risk assessments? YES/NO

If yes who in your company undertakes them?

.....  
.....

Please enclose a copy of the procedure or arrangements used.

If no who undertakes them on your behalf?

.....  
.....

**6.2** Please enclose examples of risk assessments completed by or for your company within the last three years. (This should be specific to the type of work undertaken in this contract and include COSHH, manual handling, noise, working at height, working in confined spaces, working with machines, electrical equipment, etc. where appropriate). One example should show non-routine emergency actions and implications for others such as contractors, visitors, clients, etc. **The examples provided must be specific to a job that your company has undertaken. Generic assessments are not acceptable unless there is clear evidence of how they have been applied to a job.**

**7. Liaison**

**7.1** Please describe your arrangements for ensuring satisfactory liaison and co-operation between your company and the client you are working for or other contractors with whom you are working.

.....  
.....  
.....

**8. H & S Management**

**8.1** Please describe how your company undertakes formal reviews of H&S performance.

.....  
.....  
.....

**Summary of Enclosures**

***When returning the completed questionnaire please ensure that you have included the following documents where appropriate.***

Documents

YES/NO

Health and Safety Policy statement (the statement of intent)

Organisation for Health & Safety (Responsibilities, etc.)

Arrangements for Health & Safety (safety manuals, codes of practice, etc.)

ISO 9000 certificate of registration

Health and Safety training - copies of certificates of acceptance or attendance, or details of the training provider

Procedure used for undertaking risk assessments

Copies of: General risk & COSHH assessments

***These examples must be specific to work undertaken by your company.***

Copies of workplace inspections for (where applicable)

Offices  
    Leisure facilities  
    Workshops  
    Sites

Contractor competency assessment procedure

Completed example of a contractor assessment

Construction Contracts Only

Where construction projects are classed as notifiable under the Construction (Design and Management) Regulations 2007 (CDM) have you carried out the duties of the:

Principal Contractor - YES / NO

Contractor - YES / NO

Please give details of similar sized notifiable projects carried out in the last three years.

I confirm that the above health and safety information is accurate.

Signed: ..... Position.....Date: .....

It should be noted that this evaluation is based purely on the written documentation and questions answered and does not reflect the ability of the contractor to perform work safely or to comply with his own stated working practices and / or safe systems of work.

If the contractor is successful then work practices will be monitored on a regular basis throughout the contract by Council staff. Any noted departures from accepted safe practices or breaches of stated work practices will be viewed seriously and could result in removal from the Approved Contractors List.

**See Appendix 3 for scoring evaluation.**

### **Appendix 3: Tender Evaluation Questionnaire Scoring Matrix**

The Health and Safety Section of the TEP is scored as a pass or fail.

#### **Health and Safety**

Responses to the Health & Safety Section will be scored as a PASS/FAIL question.

The Contracting Authority will assess the bidder's answers and supporting documented evidence that they have provided to demonstrate their adherence to and competence in UK Health and Safety legislation (or non-UK equivalent) through experience, capacity, capability and approach. Any bidder who cannot demonstrate these requirements and provide the Contracting Authority with a level of confidence that they will comply with UK Health & Safety legislation will be failed.

**Appendix 4: Template for review of works / contracts**

<b>CONTRACTOR</b>
Task / Service Provided:
Date commenced:
Name of individual conducting review:

<b>CONTRACTOR PERFORMANCE</b>
Were there any health and safety issues?
Would you employ this contractor again? <span style="float: right;">YES / NO</span> If not, please give a reason (this should be communicated to the Health and Safety Adviser to evaluate the implication to the rest of the authority).
Did you have to discuss poor health and safety performance with the contractor? YES / NO If yes, provide details:
Was there any need to take further action relating to health and safety? YES / NO If yes, provide details:

--

<b>THE TASK / SERVICE PROVIDED</b>	
Did you undertake sufficient planning? If no, what could be improved?	YES / NO
Was your hazard identification / assessment of risks sufficient? If no, which areas were weak?	YES / NO

**Document Control**

Change History

Date	Comments

## Accompanying Letter of Intent/Letter of Appointment – pro-forma suggestion

???

Date:

Dear ?

### Proposed Works ???– Letter of Intent/Letter of Appointment

Further to our recent discussions, we confirm that it is our intention to award the design, supervision and management of the above Works to ??? [???], all as outlined below in paragraphs A -G.

This Letter of Intent is intended to give rise to an interim (*if another contract format [JCT] is to be used for a large design and build contract say £150+k*) agreement pending the negotiation of the Agreement and that neither Party intends to be bound by the Agreement until the written document is executed.

#### A - Scope of Works

Phase 1 –

Phase 2 – Alterations and extensions to the ???.

- Extend ??? include for all wall, floor and ceiling finishes, and alterations to Electrical, Plumbing, Mechanical and Heating installations.

#### B – Drawings

List of drawings - to be produced by ???

#### C – Specification

Specification document to be produced by ???

#### D – The Service to be provided to the Client:-

- Preparation and submission of Application for Planning Permission, and obtaining approval,
- Preparation and submission for Building Regulation Approvals including Fire Regulation compliance and negotiating with the Planners to achieve a successful application,
- Meetings with the Client to agree the Scope of Works and finalise their requirements,
- Providing budgetary and costing advice to the Client for his cost control purposes,
- Provision of all drawings, sketches, specifications and room data sheets required to carry out the Works in accordance with the proposed Programme Periods; see Section F below,



- Obtain competitive quotations from reputable building contractors and provide a list of quotations received for the Client to review,
- Acting as Architect / Contract Administrator under the proposed Building Contract; JCT Minor Works Building Contract (???) ,
- Preparation and completion of Health & Safety File, as defined under the Construction (Design and Management) Regulations 2015, together with the O&M Manuals and handing to the Client,
- ANO

#### E – Fees

##### Schedule of Fees:-

All printing, photocopying, postage, telephone, travelling costs and establishment / overhead costs and disbursements included in Fees.

Fees are subject to the addition of VAT at the prevailing rate.

The Professional Fees are fixed for Phases 1 & 2 until 30 September 2016, and are not subject to adjustment.

\*Includes Structural Engineer's fees

#### F – Programme of Works:-

Phase 1 construction Works to be carried out and completed during ??? period; subject to obtaining Planning / Building Regulations approval,

Phase 2 construction Works to be carried out and completed during the ??? period; subject to obtaining Planning / Building Regulations approval,

[It should be noted that all construction is to be completed two weeks prior to this date ???]

#### G – Consultancy Agreement:-

The form of agreement to be entered into between the ??? and ???; the Parties, is the Concise Conditions of Appointment for an ??? (2012 revision) incorporating Amendment1, September 2011; details to be agreed.

In the event of a dispute or difference arising under this Letter of Intent, the Parties will attempt to initially settle such matter by negotiation or mediation. If the matter is not settled by such means then either Party may give notice to refer the matter to an adjudicator appointed by the President of the Royal Institute of ???.

Prior to entering into a formal agreement and pending the finalisation of details of the above, under this Letter of Intent you are hereby instructed to proceed with the following initial Services for Phases 1 & 2 to enable the Works to commence on site and be completed within the programme periods specified in Section F above:-

- Preparation and submission of Application for Planning Permission, and obtaining approval,
- Preparation and submission for Building Regulation Approvals including negotiating with the Planners to achieve a successful application,
- Meetings with the Client to agree the Scope of Works and finalise their requirements,
- Providing budgetary and costing advice to the Client for his cost control purposes,

The Fees for carrying out the said initial Services £[TBA] plus VAT, and Local Authority fees of £[TBA] plus VAT; which sums will be adjusted against the Fee Schedule in the event that a formally binding agreement is entered into. The maximum expenditure to be incurred under this instruction is £[TBA], plus VAT.

In the event that the intended Agreement is concluded any payments **under this Letter of Intent** will be treated as payment on account of our obligations under the Agreement once this comes into force.

We should be pleased if you would acknowledge receipt of this Letter of Intent and that you accept the terms and conditions by signing and returning a copy to us. Should you have any questions regarding the contents of this letter please do not hesitate to contact the writer.

On behalf of ....

Yours sincerely,

**Parish Clerk**

### **iii) Health and Safety Policy**

#### **Health & Safety at Work Policy (DRAFT)**

##### **GENERAL STATEMENT**

1. Chandler's Ford Parish Council (The Council) will meet its responsibilities under the Health and Safety at Work Act 1974, and will provide, as far as is reasonably practicable, the resources necessary to fulfil this commitment.
2. The Council's Proper Officer is the Council's Safety Officer.
3. The Council recognises and accepts its responsibilities as an employer for providing a safe and healthy working environment for all its employees (including voluntary helpers and others) who may be affected by the activities of the Council.
4. The Council will seek, as and when appropriate, independent, technical advice on Health and Safety to assist the Clerk in fulfilling the Council's responsibilities for ensuring safe working conditions.

##### **AIMS OF THE HEALTH AND SAFETY AT WORK POLICY**

###### ***To provide as far as is reasonably practicable:***

1. A safe place of work and a safe working environment.
2. Sufficient information, instruction and training for employees and voluntary helpers to carry out their work safely.
3. Systems of work that are safe and with assessed and managed risks.
4. Access to specialist technical advice and assistance on matters of Health and Safety when necessary.
5. Sufficient information, when known, to contractors to enable them to carry out their work in a safe environment for them and others that might be affected by the contractors' activities.
6. Arrangements for considering, reporting and reviewing matters of Health and Safety at work, including regular risk assessments of working activities.
7. Care and attention to the health, safety and welfare of employees, voluntary helpers and members of the public who may be affected by the council's activities

##### **ARRANGEMENTS AND RESPONSIBILITIES FOR CARRYING OUT THE HEALTH AND SAFETY POLICY AT WORK**

###### ***As the Council's Safety Officer, the Clerk will:***

1. Ensure he/she is informed of relevant Health and Safety policy legislation.
2. Advise the Council on the resources and arrangements necessary to fulfil the Council's responsibilities under the Health and Safety at Work Policy.
3. Make effective arrangements to implement the Health and Safety at Work Policy.
4. Ensure that arising issues of Health and Safety are discussed and resolved at the relevant committee meetings of the Parish Council.

5. Ensure that risk assessments are carried out for all new working practices and premises, with subsequent review if there are changes to the premises or practices to ensure that any necessary additional/corrective/protective measures can be implemented. These to be maintained in a file of risk assessments.
6. Make effective arrangements to ensure those voluntary helpers working for the Council comply with the Council's Health and Safety at Work Policy. Ensure that work activities by the Council do not unreasonably jeopardise the health and safety of members of the public.
7. Maintain a central record of notified accidents.
8. When an accident or hazardous incident occurs, take immediate action to prevent a recurrence or further accident and to complete the necessary accident reporting procedure.
9. Act as the contact and liaison point for the Health and Safety Inspectorate.
10. Maintain training records for all employees where appropriate.

***All employees, members and voluntary helpers will:***

1. Cooperate fully with the aims and requirements of the Health and Safety at Work Policy and comply with Codes of Practice or work instructions for Health and Safety.
2. Take reasonable care for their own Health and Safety, and use appropriate personal protective clothing/equipment especially if it has been provided for a particular voluntary/community activity.
3. Where appropriate, ensure that appropriate First Aid materials are available.
4. Take reasonable care for the Health and Safety of other people who may be affected by their activities.
5. Not interfere with or remove safety guards, safety devices or other equipment provided for Health and Safety purposes.
6. Not misuse any plant, equipment tools or materials so as to cause risks to Health and Safety for themselves or other people who may be affected by such activities.
7. Report any accidents or hazardous incidents to the Clerk.

***Contractors***

1. The activities of contractors insofar as they might impact on the functioning of the Parish Council or the lawful use of its facilities by the public will undertake that all practicable steps are taken to ensure that they manage any risks to minimise those risks to employees, members, volunteers and the public from their activities. Terms and Conditions for the contracting for works or services will form the basis of this undertaking.
2. The Council's Terms and Conditions for the Supply of Services or Works will form the *De Minimis* standards for Health and Safety as well as other conduct of contract matters.
3. Contractors will be required to supply a written method statement prior to starting major works if the areas of operation are not going to be contained wholly within a secured area or deliveries to site could have an impact on the safety of any employees, volunteers and the public in the general area around the site.
4. If any of the risks arising from the works are assessed as 'medium' or 'high' and take place either inside or outside of the secured area, a method statement and risk assessment/management plan will be required from any such contractor and a Tender Evaluation Process (TEP) of health and safety training, compliance and history will be undertaken at the tender seeking stage as part of the Council's Control of Contractors Policy. All contractors asked to provide a method statement/risk assessment or TEP will be given a copy of the Council's Health & Safety at Work Policy at the time of appointment.

## **Construction (Design and Management) Regulations 2015**

The Construction (Design and Management) Regulations 2015 (CDM 2015) are covered under the Health and Safety at Work Act 1974 and set out individual duties for those involved with activities defined as 'Construction' within Part 1 of these Regulations. They replace the Construction (Design and Management) Regulations 2007 which have been revoked.

The CDM 2015 Regulations are supported by the industry guidance documents which aim to clarify the key requirements for the different roles as defined within the regulations.

When considering what precautions are necessary to control risks associated with a project, everyone who has a duty under these Regulations must take account of "The General Principles of Prevention" specified in Schedule 1 to the Management of Health and Safety at Work Regulations 1999.

It is Chandler's Ford Parish Council's policy to comply fully with the CDM regulations and all other relevant health and safety regulations. It is the responsibility of all council employees dealing with "construction" work to ensure they are aware and understand their roles and responsibilities as stated within the regulations.

A full list of the CDM regulations can be found at <http://www.legislation.gov.uk/uksi/2015/51/contents/made>

The industry guidance documents can be downloaded from <http://www.citb.co.uk/health-safety-and-other-topics/health-safety/construction-design-and-management-regulations/cdm-guidance-documents/>

## **This is to replace:**

### **GENERAL STATEMENT**

- 1. Chandler's Ford Parish Council recognises and accepts its responsibilities as an employer for providing a safe and healthy working environment for all its employees, contractors, voluntary helpers and others who may be affected by the activities of the Council.*
- 2. The Council will meet its responsibilities under the Health and Safety at Work Act 1974, and will provide, as far as is reasonably practicable, the resources necessary to fulfil this commitment.*
- 3. The Council will seek, as and when appropriate, expert technical advice on Health and Safety to assist the Clerk in fulfilling the Council's responsibilities for ensuring safe working conditions.*

### **AIMS OF THE HEALTH AND SAFETY AT WORK POLICY**

*To provide as far as is reasonably practicable:*

- 1. Provide a safe place of work and a safe working environment.*
- 2. Provide arrangements for considering, reporting and reviewing matters of Health and Safety at work, including regular risk assessments of working activities.*
- 3. Provide systems of work that are safe and without risks to health.*

4. *Provide specialist technical advice and assistance on matters of Health and Safety when necessary.*
5. *Provide sufficient information, instruction and training for employees, contractors and voluntary helpers to carry out their work safely.*
6. *Provide care and attention to the health, safety and welfare of employees, contractors, voluntary helpers and members of the public who may be affected by the council's activities*

**ARRANGEMENTS AND RESPONSIBILITIES FOR CARRYING OUT THE HEALTH AND SAFETY POLICY AT WORK**

***As the Council's Safety Officer, the Clerk will:***

1. *Ensure he/she is informed of relevant Health and Safety policy legislation.*
2. *Advise the Council on the resources and arrangements necessary to fulfil the Council's responsibilities under the Health and Safety at Work Policy.*
3. *Make effective arrangements to implement the Health and Safety at Work Policy.*
4. *Ensure that matters of Health and Safety are regularly discussed at meetings of the Parish Council.*
5. *Ensure that regular risk assessments are carried out for working practices and premises, with subsequent consideration and review of any necessary corrective/protective measures. Consider requesting contractors to supply a written method statement prior to starting major works. Maintain a file of risk assessments, summarised in the Minutes.*
6. *Make effective arrangements to ensure those contractors or voluntary helpers working for the Council comply with all relevant Health and Safety at Work legislation. All contractors will be given a copy of the Council's Health & Safety at Work Policy, under cover of the attached letter.*
7. *Ensure that work activities by the Council do not unreasonably jeopardise the health and safety of members of the public.*
8. *Maintain a central record of notified accidents.*
9. *When an accident or hazardous incident occurs, take immediate action to prevent a recurrence or further accident and to complete the necessary accident reporting procedure.*
10. *Act as the contact and liaison point for the Health and Safety Inspectorate.*
11. *Maintain training records for all employees where appropriate.*

***All employees, members, contractors and voluntary helpers will:***

1. *Cooperate fully with the aims and requirements of the Health and Safety at Work Policy and comply with Codes of Practice or work instructions for Health and Safety.*
2. *Take reasonable care for their own Health and Safety, to use appropriate personal protective clothing and, where appropriate, ensure that appropriate First Aid materials are available.*
3. *Take reasonable care for the Health and Safety of other people who may be affected by their activities.*
4. *Not intentionally interfere with or remove safety guards, safety devices or other equipment provided for Health and Safety.*
5. *Not misuse any plant, equipment tools or materials so as to cause risks to Health and Safety.*
6. *Report any accidents or hazardous incidents to the Clerk.*

#### **iv) Lone Worker Policy**

*[NB: Councillors (Parish Councillors) have been excluded from this as they should not be lone working on behalf of the Parish Council as that would be outside Standing Orders and contradictory to various restrictions contained within the Local Government Act 1972 Schedule 12.*

*Special dispensation would need to be given for members of the Planning Committee doing site visits to assess whether planning applications should be called in for discussion, for them to come under this policy too.*

*Any other Parish Cllr going around the parish is doing so as a private individual as they have no authority as a Cllr outside of a Committee or Council Meeting or without prior resolution. This situation is different for Borough Councillors undertaking their Borough role.]*

### **(DRAFT)**

#### **1. Statement of Policy**

Chandler's Ford Parish Council will take every practicable step to protect the health, safety and welfare of its employees whenever they are required by the nature of their duties to work alone and without direct support and supervision. The policy applies to employees and for the purposes of this policy lone working is defined as any activity or function performed on behalf of Chandler's Ford Parish Council without any close supervision or other employees.

The Council's employees are frequently required to work alone and for some staff lone working is the norm. Whilst working alone is not in itself unsafe the Council recognises there may be circumstances where working alone can increase risks. This policy should help to reduce and manage those risks.

As a matter of active risk management the Council will, where it is practicable, install CCTV to enhance the safety of lone workers and the public. Also where practicable the Council will make this available to officers on mobile and other devices so that monitoring of a site by a lone worker is possible before entering it.

#### **2. Organisation and Arrangements**

**Chandler's Ford Parish Council is responsible for:**

- The lone working arrangements of employees and ensuring that there are arrangements for identifying, evaluating and managing the risks associated with lone working.

**The Clerk to the Council is the Responsible Safety Officer and has overall responsibility for:**

- Making sure that risk assessments are carried out, reviewed regularly and steps taken to minimise any additional risks that are identified;
- Reporting to both the relevant committee and full council any incidents and actions taken in response.

**All officers and volunteers engaged in lone working are responsible for:-**

- Taking reasonable care of themselves and other people who may be affected by their actions;

- Reporting all incidents that may significantly affect the health and safety of themselves or others;
- Reporting any dangers they identify or any concerns they might have;
- In addition, and as appropriate, completing a report form detailing visits from aggressive or potentially violent people. Any such forms or reports should be provided to the Clerk for appropriate action to be taken.

### **3. Lone Worker Guidance**

- Lone workers working away from the parish office **must** carry a working and accessible mobile telephone;
- Employees must take reasonable care not to put themselves at undue risk. If they feel that they would be at particular risk unless additional precautions are taken then they should discuss this in advance with the Clerk;
- When lone working in the Parish Office, the door and reception screen should be kept secured shut unless actively dealing with a member of the public;
- In the event that an officer suspects that a violent attack is imminent it may be possible to use a mobile telephone to summon assistance (e.g. 999 for the police). Employees must take all practicable steps to remove themselves from the immediate situation/risk and call for assistance;
- Employees must ensure that they are properly trained and have the skills and knowledge to do their job safely and without undue risks to health.
- Employees should discuss extra training needs with the Clerk;
- Try to avoid entering unattended sites or premises that are not monitored by CCTV;

## **To replace**

### **1. Statement of Policy**

*Chandler's Ford Parish Council will take every practicable step to protect the health, safety and welfare of its employees and Councillors whenever they are required by the nature of their duties to work alone and without direct support and supervision.*

*The Council's employees are expected to work alone and for some staff lone working is the norm. Whilst working alone is not in itself unsafe there may be circumstances where working alone can increase risks. The Council recognises that there may be increased risks to staff who are required to work alone. The implementation of this policy should help to reduce these risks.*

*The policy applies to employees and Councillors and for the purposes of this policy lone working is defined as any activity or function performed on behalf of Chandler's Ford Parish Council without any close supervision or with other employees.*

### **2. Organisation and Arrangements**

*Chandler's Ford Parish Council is responsible for:*

- *The lone working arrangements of employees;*
- *Ensuring that there are arrangements for identifying, evaluating and managing risk associated with lone working.*



*The Clerk to the Council is responsible for:*

- *Making sure that risk assessments are carried out and reviewed regularly;*
- *Reporting annually to the Full Council on any incidents and actions taken in response.*

*All officers and Councillors engaged in lone working are responsible for:-*

- *Taking reasonable care of themselves and other people who may be affected by their actions;*
- *Report all incidents that may affect the health and safety of themselves or others;*
- *Report any dangers they identify or any concerns they might have;*
- *In addition, and if appropriate, complete a report form detailing visits from aggressive or potentially violent people. Any such forms or reports should be provided to the Chairman for appropriate action to be taken.*

### **3. Lone Worker Guidance**

- *Lone workers should carry a mobile telephone;*
- *Employees and Councillors must take reasonable care not to put themselves at undue risk. If they feel that they would be at particular risk unless additional precautions are taken then they should discuss this with the Chairman;*
- *In the event that an officer suspects that a violent attack is imminent it may be possible to use a mobile telephone to summon assistance (e.g. 999 for the police). Heated arguments can suddenly escalate to the point at which violence is used and in practice there may be little time to call for help;*
- *Ensure that you are properly trained and have the skills and knowledge to do your job safely and without risks to health. If you feel that you need extra training then discuss this with the Chairman;*
- *Try to avoid entering unattended sites or premises;*
- *The Clerk will be available to members of the public during agreed hours (by appointment) at the designated address or alternatively at other accessible premise designated by the Council. One Councillor of choice to be present;*
- *The Clerk will undertake site visits to the allotments*

## Agenda Item 4 b)

***Note: This is a guidance note on contracts written by Cllr Scott from the Standing Orders and Financial Regulations currently adopted – which is something that would be useful for Cllrs and Committees.***

### Extracts from and implications of the Standing Orders and Financial Regulations with reference to procurement tendering and contracts.

1. NO COUNCILLOR shall issue orders, instructions or directions, unless authorised by a resolution by Council [in advance!]. Any unauthorised contact with potential suppliers or contractors can only legally bind the councillor, NOT the Council. (SO24 and FR 10.4)

2. With the especial exceptions in FR 11.1.a, EVERY CONTRACT must go through the following steps, carried out through the Proper Officer/Responsible Financial Officer:

- Draw up specifications for the goods or materials or services or works, assisted, where deemed necessary, by bought-in technical assistance;
- Draw up an invitation to tender based on the above;
- Specifications, tendering process, due dates and a ban on other contact with councillors or officers to be included in the invitation, along with advance warning of details required for 5 [below];
- Tenders to be considered by Council or a delegated committee. (SO18d)

3. Payments should be made only upon authorised certificates from the agreed architect or other bought-in consultant, subject to any contractual withholding. (FR 12.1 and 12.2)

4. Council must approve its updated risk management policy statements and arrangements annually [at least], and any new activity requires new proposals to be adopted by the Council. The PO/RFO should instigate such policy additions. (FR 17)

5. Risk management policy updates may include, but are not limited to:

- Agreed contractor methods;
- Agreed contractor Health and Safety policies and plans, relative to the contract value and subject to contract-specific committee recommendations;
- Agreed consultants to be involved;
- Limits on contract instalments;
- Over-run penalties and liquidated damages;
- Warranties / guarantees involved;
- Arbitration process.

## **Agenda Item 4 c)**

### **Hiltingbury Tennis Courts Terms and Conditions (DRAFT)**

These Hiltingbury Tennis Courts Terms and Conditions are the Parish Council's Standard Terms and Conditions of Sale which apply to the provision of the tennis courts and key cards. If you are unsure as to whether you are able to take part in any activity, or you have any questions concerning these Terms and Conditions, please contact us before booking.

For the purpose of these Hiltingbury Tennis Courts Terms and Conditions:

'Courts' means the Outdoor Courts.

'Outdoor Courts' means the four outdoor hard-court tennis courts within the Hiltingbury Recreation Ground.

'You' means the customer, being any person taking part in any activity on the tennis courts.

#### **1. Important Notices**

1.1. Playing tennis carries inherent risks. You accept these risks and are responsible for your own actions and involvement.

1.2. By entering the tennis courts, you have accepted, and agreed to comply with, these Hiltingbury Tennis Courts Terms and Conditions.

1.3. Key cards are the only means of access to courts outside of prescribed free access times. Key cards are charged for at £10.00 and are valid for a single household. They can only be used by members of the registered household.

1.4. There is also an annual usage fee of £10.00 per key card holding household.

1.5. If you do not act in accordance with these Hiltingbury Tennis Courts Terms and Conditions you may be asked to leave the courts without any entitlement to a refund.

1.6. No ball games other than tennis to be played on the courts.

1.7. In making a booking on behalf of a group, you are responsible for ensuring all group members comply with these Hiltingbury Tennis Courts Terms and Conditions.

1.8. No coaching services (whether or not for payment) may be carried out at the tennis courts without the prior written consent of the Clerk of the Parish Council. Anyone found to be providing such services without the necessary consent may be asked to leave the tennis courts without any entitlement to a refund for key cards or standard annual usage fee.

#### **2. Cancelling or re-scheduling a booking**

2.1. If you decide to cancel your booking or the Parish Council has to close the courts there is no refund as there is no direct charge made for bookings.

2.2. Courts may be booked up to 1 week in advance. You will normally need to pre-book a court to be able to play on it.

2.3. Only 1 hourly session may be pre-booked on the courts per day per key card holder. If the court is vacant at the end of your pre-booked session and nobody is waiting you may extend your period

of play. If however the court has been pre-booked by another customer, or somebody is waiting your period of play must not extend beyond your own pre-booked session, even if you arrived late.

2.4. Please ensure you close the gate both on entering and leaving the courts.

2.5. If two people think they have booked the same court please ring the Parish Office and the person's name that appears on the booking system will be the person allowed to play.

### **3. Footwear and clothing**

3.1. Non-marking training shoes or tennis shoes must be worn whilst on the courts at all times.

3.2. When using the tennis courts you must wear a top at all times.

### **4. Tennis courts policies and information**

#### **4.1. No dogs other than guide dogs kept on leads may be brought into the tennis courts' enclosure.**

4.2. Smoking (including electronic cigarettes or any other artificial cigarettes or smoking devices) is not permitted anywhere within the tennis courts.

4.3. If you wish to use sound or video recording equipment within the tennis courts, please speak with a member of our staff before doing so.

4.4. The Parish Council accepts no responsibility for the loss, theft or damage to any personal items brought onto the tennis courts.

4.5. The Parish Council accepts no responsibility for any information displayed or broadcast in the tennis courts by any third party.

4.6. If you lose your key card and need a replacement, a £10.00 replacement fee will be charged.

### **5. Your responsibilities**

5.1. Please follow all safety and information signs displayed around the tennis courts.

5.2. Any accidents or incidents should be reported to a member of our staff.

5.3. Please treat the Parish Council's property and facilities with care at all times.

5.4. Please do not leave any items unattended.

### **6. Respecting our staff and customers**

6.1. The facility is shared by a range of different customer groups. Please respect other players and be aware of your surroundings.

6.2. Please follow any instructions given by our staff.

6.3. Please do not distract others while they are participating in an activity.

6.4. Dangerous or threatening behaviour will not be tolerated. If you are part of a group which causes a disturbance, the group will be treated as one and our staff have the right to remove the whole group from the tennis courts.

**The Parish Council reserves the right to amend these Hiltingbury Tennis Courts Terms and Conditions from time to time and without notice.**

# Agenda Item 5 i) SAGE Bank Reconciliation

Date: 26/11/2015  
Time: 10:47:15

## Chandler's Ford Parish Council Bank Reconciliation

Page: 1

<b>Bank Ref:</b> 1200	<b>Date To:</b> 23/11/2015
<b>Bank Name:</b> Current Account Barclays 13282457	<b>Statement Ref:</b> 1200 2015-11-25 01
<b>Currency:</b> Pound Sterling	

**Balance as per cash book at 23/11/2015:** 120,666.93

**Add: Unpresented Payments**

Tran No	Date	Ref	Details	£
2370	06/08/2015	100746	Purchase Payment	45.18
2822	08/10/2015	100793	Purchase Payment	42.00
2832	19/10/2015	100806	Purchase Payment	120.00
2933	02/11/2015	100815	Purchase Payment	1,026.00
2934	09/11/2015	100825	Purchase Payment	1,243.20
2935	02/11/2015	100816	Purchase Payment	218.99
2936	02/11/2015	10817	Purchase Payment	58.25
2937	02/11/2015	100817	Purchase Payment	147.62
2938	02/11/2015	100818	Purchase Payment	5,229.36
2939	09/11/2015	100826	Purchase Payment	2,991.84
2940	02/11/2015	1001819	Purchase Payment	115.20
2941	02/11/2015	100820	Purchase Payment	31.42
2946	02/11/2015	100821	Purchase Payment	487.70
2947	09/11/2015	100824	Purchase Payment	492.04
2948	28/10/2015	100822	Purchase Payment	156.00
2949	02/11/2015	100823	Purchase Payment	135.00
2950	09/11/2015	100827	Purchase Payment	130.46
				<u>12,670.26</u>

**Less: Outstanding Receipts**

Tran No	Date	Ref	Details	£
				<u>0.00</u>

**Reconciled balance :** 133,337.19

**Balance as per statement :** 133,337.19

**Difference :** 0.00

*Caron Murray*  
26/11/2015

## Agenda Item 5 ii) Draft Budget Current Version

ADMINISTRATION		2015-2016	2016-2017	
<b>Staff costs</b>				
<b>Subtotal</b>	<b>#</b>	<b><u>£63,850.00</u></b>	<b><u>£73,928.75</u></b>	
<b>Office Costs</b>				
Premises costs	#	£250.00	£500.00	
Meeting Expenses	#	£450.00	£350.00	
Stationery	#	£662.00	£678.55	
Photocopier	#	£662.00	£678.55	
Printing	#	£221.00	£226.53	
Travel expenses	#	£500.00	£850.00	
Postage	#	£882.00	£904.05	
Miscellaneous/other	#	£500.00	£512.50	
Chairmans Expenses	#	£100.00	£100.00	
Telephone BT	#	£551.00	£1,500.00	up £1k
Publications	#	£100.00	£102.50	
Newsletter	#	£3,750.00	£4,900.00	up £1200
Website	#	£2,500.00	£2,000.00	down £500
Computers	#	£2,000.00	£1,000.00	down £1k
Office Equipment	#	£1,000.00	£1,025.00	
HALC/NALC Subscription	#	£2,150.00	£2,203.75	
Other Subscriptions	#	£300.00	£310.00	
Insurance	#	£2,000.00	£1,000.00	down £1k
<b>Subtotal</b>	<b>#</b>	<b><u>£18,578.00</u></b>	<b><u>£18,841.43</u></b>	
<b>Fees &amp; Subscriptions</b>				
Solicitors/Legal Fees	#	£7,000.00	£5,000.00	down £2k
Audit Fees	Ext'l & Int'l #	£3,100.00	£3,100.00	
<b>Subtotal</b>	<b>#</b>	<b><u>£10,100.00</u></b>	<b><u>£8,100.00</u></b>	
<b>Reserves</b>				
Contingency	#	£35,000.00	£35,000.00	
Election costs	#	£4,000.00	£4,000.00	
Asset improvement	#	<u>£125,000.00</u>	<u>£125,000.00</u>	
<b>Subtotal</b>	<b>#</b>	<b><u>£164,000.00</u></b>	<b><u>£164,000.00</u></b>	
<b>Community Funds</b>				
Community Grants	#	£3,000.00	£3,000.00	

Community Safety Fund	Includes PCSO's	#	£18,000.00		£18,000.00	
Volunteer Support		#	£500.00		£500.00	
Community Support Initiatives		#	£8,000.00		£12,000.00	up £4k
Granted to You initiative		#	£0.00		£5,000.00	up £5k
Community Events		#	<u>£4,000.00</u>		<u>£4,000.00</u>	
<b>Subtotal</b>		<b>#</b>	<b><u>£33,500.00</u></b>		<b><u>£42,500.00</u></b>	
<b>Environmental initiatives</b>						
Tree Contingency		#	£5,000.00		£5,000.00	
Tree Planting (unspent previous year tree contingency to also c/f)					£3,000.00	up £3k
Invasive plant clearing		#	£250.00		£250.00	
Emergency planning		#	<u>£250.00</u>		<u>£250.00</u>	
<b>Subtotal</b>		<b>#</b>	<b><u>£5,500.00</u></b>		<b><u>£8,500.00</u></b>	
<b>MANAGING ASSETS</b>						
Fryern		#	£45,653.50		£46,794.84	
Hiltingbury		#	£73,697.50		£75,539.94	
Pennine Way		#	£4,089.75		£4,191.99	
Play areas		#	£23,400.75		£23,985.77	
Allotments		#	£2,408.75		£2,468.97	
Diamond Jubilee Garden		#	£1,025.00		£1,050.63	
Insurances		#	£4,000.00		£4,100.00	
Replacement of play assets		#	£50,000.00		£50,000.00	
Annual inspection fees		#	£525.00		£538.13	
<b>Subtotal</b>		<b>#</b>	<b><u>£204,800.25</u></b>		<b><u>£208,670.26</u></b>	
<b>TOTAL EXPENDITURE</b>		<b>#</b>	<b><u>£500,328.25</u></b>		<b><u>£524,540.43</u></b>	
<b>LESS INCOME RECEIPTS</b>						
Allotments		#	£2,000.00		£2,000.00	
Lettings		#	£21,500.00		£43,500.00	up £22k
Grants		#	£0.00		£0.00	
<b>Precept</b>		#	<b>£451,186.00</b>	<b>C/T</b>	<b>£453,204.66</b>	<b>C/T</b>
EBC Council Tax Support Grant		#	£26,038.00	<b>£50.27 D</b>	<b>£25,703.55</b>	<b>D</b>
Bank Interest		#	£500.00		£500.00	
Pennine Way (CIP)		#	£0.00		£0.00	
Hiltingbury Dilapidations		#	£0.00		£0.00	

Utility Recharges	#	<u>£0.00</u>	£0.00
<b>SUB-TOTAL INCOME</b>	#	<b><u>£501,224.00</u></b>	<b><u>£524,908.21</u></b>
<b>FINAL TOTAL (SURPLUS/-DEFICIT)</b>	#	<b><u>£895.75</u></b>	<b><u>£367.78</u></b>

## Agenda Item 5 iii) Payments Made, Payments Due

**Date**  
: 25/11/2015  
**Time**  
: 16:45:32

### Chandler's Ford Parish Council

### Day Books: Supplier Payments

**Date From:** 22/10/2015  
**Date To:** 23/11/2015  
**Transaction From:** 1  
**Transaction To:** 99999999

**Bank** 1200 **Currency** Pound Sterling

No	Type	A/C	Date	Ref	Details	Net£
2837	PP	INFORMATION COMMISSION	22/10/20 15	100811	Purchase Payment	35.00
		-	22/10/20 15	024d4092015c	35.00 to PI 2791	
2838	PP	SOUTHERN WATER	26/10/20 15	100813	Purchase Payment	62.81



				26/10/20		62.81 to PI	
		-		15	716001050362	2800	
2933	PP	BLAKEMORGAN		02/11/20		Purchase	
				15	100815	Payment	1026.00
				02/11/20		1026.00 to PI	
		-		15	41622	2840	
2934	PP	BLAKEMORGAN		09/11/20		Purchase	
				15	100825	Payment	1243.20
				09/11/20		1243.20 to PI	
		-		15	41797	2924	
2935	PP	BOSTON (BULBS)		02/11/20		Purchase	
				15	100816	Payment	218.99
				02/11/20		218.99 to PI	
		-		15	1010169	2846	
2936	PP	BRITGAS		02/11/20		Purchase	
				15	10817	Payment	58.25
				02/11/20		58.25 to PI	
		-		15	968035582	2857	
2937	PP	BRITISH3		02/11/20		Purchase	
				15	100817	Payment	147.62
				02/11/20		147.62 to PI	
		-		15	984034677	2843	
2938	PP	EASTLEIGH BC ST SC		02/11/20		Purchase	
				15	100818	Payment	5229.36
				02/11/20		27.54 to PI	
		-		15	02183544	2841	
		-		02/11/20		5201.82 to PI	
		-		15	02183544	2842	
2939	PP	EASTLEIGH BC SAL		09/11/20		Purchase	
				15	100826	Payment	2991.84
				09/11/20		2991.84 to PI	
		-		15	02183765	2925	
2940	PP	EQUIP4WORK (HP)		02/11/20		Purchase	
				15	1001819	Payment	115.20
				02/11/20		115.20 to PI	
		-		15	SI819532	2845	
2941	PP	ISL STATIONARY		02/11/20		Purchase	
				15	100820	Payment	31.42
				02/11/20		31.42 to PI	
		-		15	SINV152609	2858	
2946	PP	MURRAY		02/11/20		Purchase	
				15	100821	Payment	487.70
				02/11/20		196.80 to PI	
		TABLE TENNIS	-	15	exp 02/11/15	2942	
		TABLE TENNIS	-	02/11/20		49.32 to PI	
		TABLE TENNIS	-	15	exp 02/11/15	2943	
		XMAS TREE	-	02/11/20		231.00 to PI	
		XMAS TREE	-	15	exp 02/11/15	2944	
		STAMPS	-	02/11/20		10.58 to PI	
		STAMPS	-	15	exp 02/11/15	2945	
2947	PP	TUDOR DISTRIB		09/11/20		Purchase	
				15	100824	Payment	492.04
				09/11/20		492.04 to PI	
		-		15	SO 561495	2859	
2948	PP	SOUTHER4		28/10/20		Purchase	
				15	100822	Payment	156.00
				28/10/20		156.00 to PI	
		-		15	SID4331	2839	
2949	PP	TOUCAN DESIGN		02/11/20		Purchase	
				15	100823	Payment	135.00
				02/11/20		135.00 to PI	
		-		15	0001040	2844	
2950	PP	SOUTHER3		09/11/20		Purchase	
				15	100827	Payment	130.46
				09/11/20		130.46 to PI	
		-		15	707001351553	2923	
						<b>Totals£</b>	<u>12560.89</u>

