

Licensing Committee

Thursday 24 March 2016 at 10.00 am

**To be held at at the Town Hall,
Pinstone Street, Sheffield, S1 2HH**

The Press and Public are Welcome to Attend for Items 6 and 7

Membership

**Councillors David Barker, Nikki Bond, Jack Clarkson, Neale Gibson, Dianne Hurst,
George Lindars-Hammond, Roy Munn, Anne Murphy, Josie Paszek,
Vickie Priestley, Denise Reaney, Geoff Smith, Zoe Sykes and Cliff Woodcraft**

PUBLIC ACCESS TO THE MEETING

The Licensing Committee carries out a statutory licensing role, including licensing for taxis and public entertainment.

A copy of the agenda and reports is available on the Council's website at www.sheffield.gov.uk. You can also see the reports to be discussed at the meeting if you call at the First Point Reception, Town Hall, Pinstone Street entrance. The Reception is open between 9.00 am and 5.00 pm, Monday to Thursday and between 9.00 am and 4.45 pm. on Friday.

You may not be allowed to see some reports because they contain confidential information. These items are usually marked * on the agenda.

Recording is allowed at Licensing Committee meetings under the direction of the Chair of the meeting. Please see the website or contact Democratic Services for details of the Council's protocol on audio/visual recording and photography at council meetings.

If you would like to attend the meeting please report to the First Point Reception desk where you will be directed to the meeting room.

If you require any further information please contact Harry Clarke on 0114 273 6183 or email harry.clarke@sheffield.gov.uk.

FACILITIES

There are public toilets available, with wheelchair access, on the ground floor of the Town Hall. Induction loop facilities are available in meeting rooms.

Access for people with mobility difficulties can be obtained through the ramp on the side to the main Town Hall entrance.

**LICENSING COMMITTEE AGENDA
24 MARCH 2016**

Order of Business

- 1. Welcome and Housekeeping Arrangements**
- 2. Apologies for Absence**
- 3. Exclusion of Public and Press**
To identify items where resolutions may be moved to exclude the press and public
- 4. Declarations of Interest**
Members to declare any interests they have in the business to be considered at the meeting.
- 5. Hackney Carriage and Private Hire Licensing - Individual Case***
Report of the Chief Licensing Officer

*(NOTE: The report for this item is not available to the public and press because it contains exempt information described in paragraphs 1 and 2 of Schedule 12A to the Local Government Act 1972 (as amended))
- 6. Minutes of Previous Meetings**
To approve the minutes of the meetings held on:-

25 January 2016
26 January 2016
2 February 2016
9 February 2016
16 February 2016
- 7. Review of Hackney Carriage Vehicle Licence Limitation Policy - Intention to Undertake Unmet Demand Survey**
Report of the Chief Licensing Officer

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ADVICE TO MEMBERS ON DECLARING INTERESTS AT MEETINGS

If you are present at a meeting of the Council, of its executive or any committee of the executive, or of any committee, sub-committee, joint committee, or joint sub-committee of the authority, and you have a **Disclosable Pecuniary Interest (DPI)** relating to any business that will be considered at the meeting, you must not:

- participate in any discussion of the business at the meeting, or if you become aware of your Disclosable Pecuniary Interest during the meeting, participate further in any discussion of the business, or
- participate in any vote or further vote taken on the matter at the meeting.

These prohibitions apply to any form of participation, including speaking as a member of the public.

You **must**:

- leave the room (in accordance with the Members' Code of Conduct)
- make a verbal declaration of the existence and nature of any DPI at any meeting at which you are present at which an item of business which affects or relates to the subject matter of that interest is under consideration, at or before the consideration of the item of business or as soon as the interest becomes apparent.
- declare it to the meeting and notify the Council's Monitoring Officer within 28 days, if the DPI is not already registered.

If you have any of the following pecuniary interests, they are your **disclosable pecuniary interests** under the new national rules. You have a pecuniary interest if you, or your spouse or civil partner, have a pecuniary interest.

- Any employment, office, trade, profession or vocation carried on for profit or gain, which you, or your spouse or civil partner undertakes.
- Any payment or provision of any other financial benefit (other than from your council or authority) made or provided within the relevant period* in respect of any expenses incurred by you in carrying out duties as a member, or towards your election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.

*The relevant period is the 12 months ending on the day when you tell the Monitoring Officer about your disclosable pecuniary interests.

- Any contract which is made between you, or your spouse or your civil partner (or a body in which you, or your spouse or your civil partner, has a beneficial interest) and your council or authority –
 - under which goods or services are to be provided or works are to be executed; and
 - which has not been fully discharged.

- Any beneficial interest in land which you, or your spouse or your civil partner, have and which is within the area of your council or authority.
- Any licence (alone or jointly with others) which you, or your spouse or your civil partner, holds to occupy land in the area of your council or authority for a month or longer.
- Any tenancy where (to your knowledge) –
 - the landlord is your council or authority; and
 - the tenant is a body in which you, or your spouse or your civil partner, has a beneficial interest.
- Any beneficial interest which you, or your spouse or your civil partner has in securities of a body where -
 - (a) that body (to your knowledge) has a place of business or land in the area of your council or authority; and
 - (b) either -
 - the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or
 - if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which you, or your spouse or your civil partner, has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

If you attend a meeting at which any item of business is to be considered and you are aware that you have a **personal interest** in the matter which does not amount to a DPI, you must make verbal declaration of the existence and nature of that interest at or before the consideration of the item of business or as soon as the interest becomes apparent. You should leave the room if your continued presence is incompatible with the 7 Principles of Public Life (selflessness; integrity; objectivity; accountability; openness; honesty; and leadership).

You have a personal interest where –

- a decision in relation to that business might reasonably be regarded as affecting the well-being or financial standing (including interests in land and easements over land) of you or a member of your family or a person or an organisation with whom you have a close association to a greater extent than it would affect the majority of the Council Tax payers, ratepayers or inhabitants of the ward or electoral area for which you have been elected or otherwise of the Authority's administrative area, or
- it relates to or is likely to affect any of the interests that are defined as DPIs but are in respect of a member of your family (other than a partner) or a person with whom you have a close association.

Guidance on declarations of interest, incorporating regulations published by the Government in relation to Disclosable Pecuniary Interests, has been circulated to you previously.

You should identify any potential interest you may have relating to business to be considered at the meeting. This will help you and anyone that you ask for advice to fully consider all the circumstances before deciding what action you should take.

In certain circumstances the Council may grant a **dispensation** to permit a Member to take part in the business of the Authority even if the member has a Disclosable Pecuniary Interest relating to that business.

To obtain a dispensation, you must write to the Monitoring Officer at least 48 hours before the meeting in question, explaining why a dispensation is sought and desirable, and specifying the period of time for which it is sought. The Monitoring Officer may consult with the Independent Person or the Council's Standards Committee in relation to a request for dispensation.

Further advice can be obtained from Gillian Duckworth, Director of Legal and Governance on 0114 2734018 or email gillian.duckworth@sheffield.gov.uk.

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Agenda Item 5

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

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Licensing Sub-Committee

Meeting held 25 January 2016

PRESENT: Councillors Geoff Smith (Chair), Denise Reaney and Zoe Sykes

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1. APOLOGIES FOR ABSENCE

1.1 No apologies for absence were received. Councillor Jack Clarkson attended the meeting as a reserve Member, but was not required to stay.

2. EXCLUSION OF PUBLIC AND PRESS

2.1 No items were identified where resolutions may be moved to exclude the public and press.

3. DECLARATIONS OF INTEREST

3.1 There were no declarations of interest.

4. LICENSING ACT 2003 - PREMIER STORES, 28-30 BALLIFIELD DRIVE, SHEFFIELD, S13 9HS

4.1 The Chief Licensing Officer submitted a report to consider an application made by South Yorkshire Police, under Section 51 of the Licensing Act 2003, for a review of the Premises Licence in respect of the premises known as Premier Stores, 28-30 Ballifield Drive, Sheffield, S13 9HS.

4.2 Present at the meeting were Inspector Jason Booth, Benita Mumby and Cheryl Topham (South Yorkshire Police, Applicants), Julie Hague (Sheffield Safeguarding Children Board), Hardeep Matto (Premises Licence Holder), Jugdeep Singh (Designated Premises Supervisor), Jayne Gough and Shelley Marshall (Licensing Enforcement and Technical Officers), Marie-Claire Frankie (Solicitor to the Sub-Committee) and John Turner (Democratic Services).

4.3 Marie-Claire Frankie outlined the procedure which would be followed during the hearing.

4.4 Jayne Gough presented the report to the Sub-Committee and it was noted that representations had been received from the Sheffield Safeguarding Children Board (SSCB), and were attached at Appendix 'B' to the report. Ms Gough also made reference to additional evidence provided by Cheryl Topham, which had been circulated prior to the meeting.

4.5 Cheryl Topham, on behalf of South Yorkshire Police, stated that the review had been prompted by three failed test purchases in a 12-month period from 27th November 2014 to 4th November 2015. Whilst the police acknowledged that staff at the store had passed three test purchases in the same period, based on the

results of the test purchases undertaken, it meant that a young person could go into the shop and had a 50% chance of being served with alcohol. In addition to this, two of the failed test purchases had been made by the same shop assistant. During the period in question, there had also been visits made by the police and the SSCB, to give advice to the Designated Premises Supervisor (DPS), in order to improve the situation. The DPS had also sent several members of staff on training courses to improve their knowledge, and one staff member still sold to an under-aged person after the training. Ms Topham stated that the police also had concerns that one of the conditions of the Premises Licence was being breached, namely Condition 9 – ‘The holder of a Personal Licence to remain on the premises at all times that the premises are open and alcohol sold’. When visiting the premises on 7th January 2016, the DPS informed Ms Topham that the Personal Licence Holder was not present at the premises all the time, therefore this condition was not being met. It was appreciated that this may prove difficult due to the long hours the store was open, and when alcohol was being sold, and the police had therefore suggested that there was either a need for more Personal Licence Holders or a reduction in the number of hours in terms of the sale of alcohol. Ms Topham concluded by stating that in order to comply with the licensing objectives, in particular the protection of children from harm, and the Premises Licence Holder’s licence conditions, the shop needed to tighten its operations.

- 4.6 In response to questions from Members of, and the Solicitor to, the Sub-Committee, and the Premises Licence Holder, Ms Topham stated that, in terms of the test purchases, it appeared as though the management would take action and listen to advice after a failed test then, after a period of time, standards would slip again. It was believed that the condition requiring the holder of a Personal Licence to remain on the premises at all times that the premises were open and alcohol sold, had been put on the Premises Licence due to the fact that the store was located very close to a secondary school. It was considered that having a Personal Licence Holder present at all times would provide extra security and support for the shop assistants, particularly if they were faced with any trouble. Whilst the police did not consider that all public nuisance in the area was caused by young people hanging around the store, there were concerns that if the young people were able to purchase alcohol themselves, or get someone else to buy it for them, this would increase the potential for public nuisance. It was pointed out that, when the police and Julie Hague visited the store, on 7th January, 2016, there were approximately 30 young people hanging around outside which, whilst they were not causing any trouble, appeared quite intimidating. During school term-time, the management operated a system whereby only two school-children were allowed in the shop at any one time and, instead of them having to queue at the counter with regular customers, a member of staff would stand by the door, with a float in a tin, and the children would pay the staff member for the goods purchased when leaving the shop. This system meant the children would be in and out of the shop much quicker, and was only generally used on school days, and when low-priced goods were being purchased. It was confirmed that following the attendance of a number of members of staff from the shop at a multi-agency training course, led by Julie Hague, SSCB, on 14th October 2015, the store failed a test purchase shortly after this, on 4th November 2015. The test purchases undertaken at the store were carried out as part of a routine check, as had been carried out at a number of other licensed premises in the area, and not based on any evidence in terms of problems

at the store. The young people used by the police to carry out the test purchases were all volunteers and aged either 15 or 16, and whilst it was appreciated that they could look older than they were, it was unlikely that they would look older than 21. The police had suggested that management change from operating Challenge 21 to Challenge 25 as this was one of the management systems which could be changed, with relative ease, and which would enable the premises to remain open.

- 4.7 Julie Hague, representing the Sheffield Safeguarding Children Board (SSCB), stated that the Board's representations focused on the licensing objective – the protection of children from harm. The main reason for the representations was that the premises had been evidenced to operate in a way that had put children at risk, and undermined the core objective for the protection of children from harm. Ms Hague stated that the evidence submitted by South Yorkshire Police demonstrated that alcohol had been sold to children at the premises on three occasions within a 12-month period, and that the Board took a serious view on this. The Board routinely offered training sessions to people in the licensed trade to ensure that they were fully aware of the risks associated with underage sales and that Designated Premises Supervisors (DPSs), licence holders and their staff were able to manage risk for the prevention of harm to children. In November 2014, the Board was informed by the police that the premises had failed a test purchase operation, resulting in a 15-year old child buying lager from the store. In response, free training places were offered to the licence holder, which resulted in two members of staff attending the training on 4th February 2015. In March 2015, the Board was again notified by the police that another 15-year old child had been able to buy alcohol during a test purchase operation at the shop. Again, this resulted in the Board offering further free training places. However, no staff from the store attended the training that took place on 15th April 2015. In September 2015, the licence holder, Mr Hardeep Singh Matto, contacted the Board, requesting seven places on the next available training course. These were provided, and on 14th October 2015, six members of staff attended the training. The training provided in response to failed test purchase operations or other complaints was a strategy agreed by the police, the SSCB and Trading Standards, the aim of which was to engage retailers in partnership to support them to improve their operation to make it safe and compliant with the law. The training provided information about the law in relation to children and alcohol, how an operator could prevent underage sales and on the impact of underage drinking on children, young people and the local community.
- 4.8 Ms Hague stated that it was with some disappointment therefore, that despite Mr Matto's apparent willingness to send staff on the training course, there was evidence of a 'hit and miss' trend in the enforcement of the due diligence systems to prevent underage sales. On 7th November 2015, the Board was notified by the police that a 15 year old child had bought alcohol from the premises during a test purchase operation undertaken on 4th November 2015. She stated that, although the Board had been working with Mr Matto since 2012, and that he had always been positive and approachable, there were still serious concerns in terms of the management systems operating at the store. Ms Hague made specific reference to an unannounced visit she had made to the store, with the police, on 7th January 2016, where they saw around 30 school children outside the shop, and indicated that the shop obviously attracted high numbers of young people, therefore it would

be expected that the management would impose stricter controls. Ms Hague concluded by stating that the Board considered that management could have done more, such as undertaking volunteer test purchases, in order to address the problems.

- 4.9 In response to questions from Members of, and the Solicitor to, the Sub-Committee, Julie Hague stated that it would be a simple operation for the management to change from Challenge 21 to Challenge 25, and that the Board would assist them, by providing advice and material and posters. Whilst the Board and the police appreciated the reasons as to why the store only allowed two school children in the shop at any one time and why the school children paid for their goods, by handing their money to a shop assistant, who put it in a tin, as opposed to putting it through the till, they were not sure as to whether this constituted an offence, and stated that they considered that Trading Standards may have concerns as to this practice. Whilst it was accepted that the store maintained a refusals log, and that it was being completed satisfactorily, there had been no detailed analysis of its contents. The Board had only been aware of the fact that a holder of a Personal Licence had not been present at the premises at all times they were open and when alcohol was being sold following the visit on 7th January 2016. On this occasion, the DPS was present, and was advised that it may help if more members of staff were trained up to become Personal Licence Holders. The three passes in terms of the test purchases took place during early evening.
- 4.10 Hardeep Matto and Jugdeep Singh put forward the case on behalf of the store, indicating that it was a convenience store, and well used by the local community and children from the nearby school. It was reported that there had been problems in the past with young people hanging around outside the store but, following the work of the management, in conjunction with the police, there were now little or no problem in terms of public nuisance. It was accepted that a lot of school children visited and sometimes hung around outside, after leaving school, but they soon moved on. They stressed that, as well as the failed test purchases, there had also been three passes during the 12-month period, and that the member of staff who had failed two of the test purchases had subsequently been dismissed as a result of her actions. It was pointed out that the holder of a Personal Licence was present on the premises for the majority of the time the shop was open, and alcohol was being sold, but that he was sometimes forced to leave the premises. As there was only one holder of a Personal Licence, they stated that they would ensure that more members of staff should attend the training to gain a Personal Licence. Mr Matto concluded by stating that whilst they accept that they had made some mistakes, they were always willing to co-operate with the SSCB and the police and listen to their advice.
- 4.11 In response to questions from Members of, and the Solicitor to, the Sub-Committee, Jayne Gough and Cheryl Topham, Mr Matto explained that he did not think to question the meaning behind the condition requiring there to be a DPS on site at all times, as this condition was added at a previous meeting of the Licensing sub-Committee, along with other conditions in Annex 3 of the Premises Licence. He stated that he had been advised by the police that he could complete an Authorisation List, ensuring all staff sign it to enable them to sell alcohol in the absence of the PLH, and assumed that this would be enough. Ms Gough also

highlighted issues identified on previous licensing visits, that highlighted the fact that the Authorisation List and refusals log had not been maintained and therefore, this requirement was still not being met. Mr Singh stated that he was also the DPS at his other premises, and split his time between both. The management planned to send a number of members of staff on the Personal Licence training course and, with regard to the suggested change from Challenge 21 to Challenge 25, whilst the staff had been informed of the proposed change, they had not yet got all the relevant material and posters. The other member of staff who failed a test purchase had received appropriate training, and had subsequently passed a test purchase. In addition to the Premises Licence Holder and the DPS, there were six other members of staff, who all worked part-time, and who were allocated shifts at different times of the day and night. There was no condition on the Premises Licence in respect of Mr Matto's other store requiring a holder of a Personal Licence to remain on the premises at all times that they were open, and alcohol sold. Either Mr Matto or Mr Singh were on the premises at all times the shop was open, with each doing one shift from 6.00 am to 2.00 pm and 2.00 pm to 10.00 pm. If one of them was on holiday, or ill for a period of time, the other one would fill in and, if for some reason one of them had to leave the store, they would either go during a quiet period during the day or send another member of staff. Jayne Gough confirmed that they shouldn't have to wait any more than two months until there was a Personal Licence Holder training course. It was accepted by management that they would have received a Determination Notice following the hearing of the Licensing Sub-Committee on 3rd November 2009, which considered a variation of the Premises Licence, specifically setting out conditions regarding the requirement for a holder of a Personal Licence to be present on the premises the age verification scheme, but they did not have a full understanding of all the conditions at that time, and they only became clear following subsequent meetings with Licensing staff. The member of staff who failed two test purchases was dismissed shortly after Julie Hague and the police had visited the premises on 7th January 2016. The till prompt in respect of the Challenge 21 scheme simply indicated 'check ID'.

- 4.12 Cheryl Topham and Julie Hague provided brief summaries of their case and Hardeep Matto indicated that he had nothing further to add.
- 4.13 RESOLVED: That the public and press and attendees involved in the application be excluded from the meeting before further discussion takes place on the grounds that, in view of the nature of the business to be transacted, if those persons were present, there would be a disclosure to them of exempt information as described in paragraph 5 of Schedule 12A to the Local Government Act 1972, as amended.
- 4.14 Marie-Claire Frankie reported orally, giving legal advice on various aspects of the application.
- 4.15 At this stage in the proceedings, the meeting was re-opened to the public and press and attendees.
- 4.16 RESOLVED: That, in the light of the information contained in the report now submitted, the additional information now circulated and the representations now made, the Sub-Committee agrees to modify the conditions of the Premises

Licence, in respect of the premises known as Premier Stores, 28-30 Ballifield Road, Sheffield, S13 9HS, as follows:-

- (a) the removal of No. 6;
- (b) the removal of Nos. 7 and 8, and replaced by a new No. 6, as follows – ‘The Challenge 25 Proof of Age Scheme promoted by the Government must be operated at all times at the premises and must include the use of a refusals log’;
- (c) the addition of a new No. 7, as follows – “All staff to receive training on underage and proxy sales, with the training to be in a written format, and to the satisfaction of the Sheffield Safeguarding Children Board, with induction training to be provided for all new staff and monthly refresher training for existing staff, and that written records, to be signed and dated by all staff undertaking the training, are to be maintained and made available for inspection to officers on request’; and
- (d) No. 10 – to be renumbered No. 8 – be amended by the removal of all the words after ‘installed’.

(The full reasons for the Sub-Committee’s decision will be included in the written Notice of Determination.)

SHEFFIELD CITY COUNCIL

Licensing Sub-Committee

Meeting held 26 January 2016

PRESENT: Councillors David Barker (Chair), Anne Murphy and Cliff Woodcraft

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1. APOLOGIES FOR ABSENCE

1.1 An apology for absence was received from Councillor Zoé Sykes.

2. EXCLUSION OF PUBLIC AND PRESS

2.1 No items were identified where resolutions may be moved to exclude the public and press.

3. DECLARATIONS OF INTEREST

3.1 There were no declarations of interest.

4. LICENSING ACT 2003 - HK OFF LICENCE AND MINI MARKET, 66 CROOKES, SHEFFIELD S10 1UG

4.1 The Chief Licensing Officer submitted a report to consider an application made by Sheffield Trading Standards, under Section 51 of the Licensing Act 2003, for a review of the Premises Licence in respect of the premises known as HK Off Licence and Mini Market, 66 Crookes, Sheffield S10 1UG.

4.2 Present at the meeting were David Palmer and John Maher (Sheffield Trading Standards, Applicants), Benita Mumby and Cheryl Topham (South Yorkshire Police), Julie Hague (Sheffield Safeguarding Children's Board Manager), Srinivas Vangol (Premises Licence Holder), Eamonn Ward (Green Party, observer), Elaine Kaisi (parent) and Dan Hobson (Press), Shelley Marshall (Licensing Enforcement and Technical Officer), Paul Barber (Solicitor to the Sub-Committee), Samantha Bond (Professional Officer, Legal Services) and Jennie Skiba (Democratic Services).

4.3 Paul Barber outlined the procedure which would be followed during the hearing.

4.4 Shelley Marshall presented the report to the Sub-Committee and it was noted that representations had been received from the Sheffield Safeguarding Children's Board, South Yorkshire Police and one local resident, and were attached at Appendix B to the report.

4.5 David Palmer stated that there were various facets to this application and that sometime during July, 2015, a 15 year old boy had visited the premises and had purchased a bottle of Glen's vodka. The boy had returned to the store on 9th August, 2015 and again had purchased a bottle of 40% ABV strength vodka. The boy then shared the vodka with his 16 year old friend who, as a result of drinking

the vodka was taken to A&E.

- 4.6 David Palmer then outlined some history with regard to these premises. He stated that in December 2014, a joint Trading Standards and Police operation had been carried out when they had visited the premises of all known sellers of Novel Psychoactive Substances (NPS or “legal highs”) which included HK Off Licence. He added that the traders were given verbal and written advice, stating that such products were likely to be dangerous and that their supply could be illegal. Mr. Palmer stated that he had revisited the premises in February, 2015 and found 20 bags of the substance, along with an amount of “button bags” which were subsequently seized. Bottles of gin were also found on the premises which had no duty paid label displayed and these were also seized. The owner was served with a written warning regarding the NPS and on the 22nd May, 2015 was given a caution regarding the illegal gin.
- 4.7 John Maher stated that on 11th August, 2015, he had received a complaint from the family of a 16 year old who told him that a friend of their son had obtained a bottle of Russian vodka from HK Off Licence and that as a result of sharing the vodka, the 16 year old was taken ill and admitted to hospital later that day. He added that there was a need to establish whether the vodka was illegal or counterfeit and the child had been harmed by the vodka alone. The child’s family also stated that the 15 year old had been able to obtain alcohol at some time during July.
- 4.8 John Maher stated that following the complaint, on 20th August, 2015, a joint agency visit to the store was made by PC Young, Julie Hague and himself and it was found that there was failure to comply with various licensing conditions. PC Young asked to see CCTV footage during July and August. As background information as to the nature of the premises, Mr. Maher informed the Sub-Committee that the premises was a small corner shop where over 50% of the products on display was either alcohol or tobacco products. He added that outside the shop, one Challenge 25 poster and a poster stating what was considered to be valid I.D. were displayed, but other than that there was nothing else displayed inside the shop. Mr. Maher stated that PC Young had looked at the CCTV footage and searched for the relevant days.
- 4.9 At this point, John Maher showed the CCTV footage from 9th August to the Sub-Committee. He went on to read through a statement he had obtained from the 15 year old boy who said that when Mr. Vangol had asked him for I.D., the boy had told him he did not have any I.D. on him and gave him a false date of birth. The boy gave Mr.Vangol £14 and left the shop, only to return later in the day to purchase some more alcohol.
- 4.10 In response to questions from members of the Sub-Committee, John Maher stated that he had been unable to obtain CCTV footage from July and that there was no way of knowing whether the vodka had been counterfeit or not. He further stated that Mr. Vangol had told Trading Standards officers that some of the alcohol available in his shop had been purchased from Bargain Booze and local supermarkets. When asked if he thought the boy he had interviewed had looked over 25, Mr. Maher stated that he thought the boy looked on the cusp of 18 or

younger and that he had travelled from outside the Crookes area to visit the shop.

- 4.11 Julie Hague stated that during the 11 years of her dealing with cases of this nature, it is the first time she has known children to have been harmed. She further stated that she had visited these premises on a number of occasions during the past two years, following information received from drugs workers in the City who stated that the legal highs could be obtained from the premises. Julie Hague stated that despite repeated advice and training offers, all of which had been declined, Mr. Vangol had failed to operate in a safe, responsible and compliant way.
- 4.12 Julie Hague informed the Sub-Committee that a significant amount of resources had been spent outlining the risks of dangerous substances such as alcohol and legal highs. She stated that, following training where the risks had been pointed out, some businesses had stopped selling legal highs altogether. She added that the licence holder had always maintained that he did not sell dangerous substances to children.
- 4.13 Julie Hague stated that following a visit to the shop in February, 2015, 20 bags of legal highs had been found in the pockets of the licence holder and had subsequently been removed from the premises.
- 4.14 Julie Hague further stated that, following the report of a serious incident in which a young person had been hospitalised, she attended the premises on 20th August, 2015 along with PC Young and John Maher to inspect the CCTV and age verification system. During such visit she observed there was inadequate age verification signage and no staff training records.
- 4.15 Julie Hague went on to say that on 19th October, 2015 she and Mr. Maher attended a meeting with the child who had been involved in the two incidents of underage sales. She said that the child confirmed that he had purchased the alcohol on both occasions and that whilst he had been asked his age, he had not been pressed into providing ID and that it was not difficult to purchase alcohol. Julie Hague then referred to another incident which had been reported to the Police whereby two boys aged 14 and 15 had purchased alcohol to the value of £50 from HK Off Licence. They had taken the alcohol to a party where fighting had broken out and the Police and an ambulance were called. Both boys were hospitalised after consuming alcohol.
- 4.16 Finally, Julie Hague stated that since 2011 there has been a number of owners and the premises has acquired a reputation for underage sales and that the transfer of the business would be unlikely to make a difference.
- 4.17 Cheryl Topham stated that on 16th February, 2015, she had visited the premises following intelligence received regarding the sale of legal highs. 20 packets of the substance were concealed by the owner and these were seized along with four bottles of gin with counterfeit labels suspected of being non-duty paid on them. Cheryl Topham further stated that, although there were other similar shops in the area, children were known to pass them with the knowledge that they would be able to buy whatever they wanted at HK Off Licence.

- 4.18 Cheryl Topham referred to the incident at a party on 20th November, 2015 when two children had been hospitalised due to drinking alcohol which she learned at a later date, had been purchased from HK Off Licence. Cheryl Topham stated that on 9th December, she visited the premises for the sole purpose of viewing and downloading his CCTV footage from 20th November. Mr. Vangol told her that the equipment had been broken for approximately three weeks and did not have the footage from 20th November. Ms. Topham further stated that she informed Mr. Vangol that he was in breach of his licence conditions and that upon her return, if the equipment was not fixed, he would be served with a Section 19 closure notice. Ms. Topham said that on her return two days later, the CCTV was fixed but feels that if Mr. Vangol had not been made aware of the Section 19 notice, he would not have got the equipment mended.
- 4.19 In response to questions from members of the Sub-Committee, Cheryl Topham said that she believed four children had put money together to buy £50 worth of alcohol to take to the party which had resulted in two of the children being hospitalised and that it was rare for parents to contact the police when their children have been involved with alcohol or drug use.
- 4.20 In response to questions from members of the Sub-Committee, Mr. Vangol stated that he runs the business single-handed and has no time to attend any training offered, but is aware of all the issues surrounding underage sales of alcohol and the dangers of legal highs. Mr. Vangol referred to the CCTV footage on 9th August and stated that quite clearly Members could see that he asked the boy for his I.D. several times and then asked for his date of birth, which he checked using a calculator. Mr. Vangol then admitted that he had made a mistake in serving the child and not insisting on proper I.D., but he produced the refusals book from the premises which showed he does record attempted underage sales. Mr. Vangol then suggested that some children had obtained alcohol from his premises by proxy, i.e. asking an adult to buy alcohol on their behalf. Mr. Vangol informed the Sub-Committee that, since the incident in February when he had been found to have 20 bags of legal highs hidden in his clothing, he no longer sold them. Mr. Vangol also stated that he was aware that the shop had a reputation of selling alcohol to children, but he was trying to change that reputation in order to sell the business.
- 4.21 Mr. Vangol said that he had carried on selling the legal highs after he had been made aware of their dangers, because he would have been out of pocket had he destroyed them. He also added that had had purchased alcohol from other outlets when there had been offers available. Mr. Vangol summed up by saying that he was not a bad person and that he had made a couple of mistakes and was hoping that the Sub-Committee would give him a chance.
- 4.22 David Palmer, Julie Hague and Cheryl Topham summarised their cases.
- 4.23 RESOLVED: That the public and press and attendees involved in the application be excluded from the meeting before further discussion takes place on the grounds that, in view of the nature of the business to be transacted, if those persons were present, there would be a disclosure to them of exempt information

as described in paragraph 5 of Schedule 12A to the Local Government Act 1972, as amended.

4.24 Paul Barber reported orally, giving legal advice on various aspects of the application.

4.25 At this stage in the proceedings, the meeting was re-opened to the public and press and attendees.

4.26 RESOLVED: That, in the light of the information contained in the report now submitted, the additional information now circulated and the representations now made, the Sub-Committee agrees to revoke the Premises Licences in respect of the premises known as HK Off Licence and Mini Market, 66 Crookes, Sheffield S10 1UG for the following reasons:-

- (a) the nature of the breaches of the licensing objectives, conditions and criminal law were deliberate, the lack of training and poor management of CCTV system; and
- (b) the owner had failed to demonstrate due diligence for the protection of children from harm and the prevention of crime and disorder and public safety under the Licensing Act 2003.

(The full reasons for the Sub-Committee's decision will be included in the written Notice of Determination.)

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SHEFFIELD CITY COUNCIL

Licensing Sub-Committee

Meeting held 2 February 2016

PRESENT: Councillors David Barker (Chair), Vickie Priestley and Zoe Sykes

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1. APOLOGIES FOR ABSENCE

1.1 No apologies for absence were received. Councillor Jack Clarkson attended the meeting as a reserve Member, but was not required to stay.

2. EXCLUSION OF PUBLIC AND PRESS

2.1 RESOLVED: That the public and press be excluded from the meeting before discussion takes place on item 4 on the grounds that, if the public and press were present during the transaction of such business, there would be a disclosure to them of exempt information as described in paragraphs 1 and 2 of Schedule 12A to the Local Government Act 1972, as amended.

3. DECLARATIONS OF INTEREST

3.1 There were no declarations of interest.

4. HACKNEY CARRIAGE AND PRIVATE HIRE LICENSING - INDIVIDUAL CASES

4.1 The Chief Licensing Officer submitted details in respect of four cases relating to hackney carriage and private hire licensing.

4.2 The applicant in Case No. 06/16 attended the hearing with a representative and they both addressed the Sub-Committee.

4.3 The applicant in Case No. 07/16 attended the hearing with a representative and they both addressed the Sub-Committee.

4.4 The applicant in Case No. 08/16 attended the hearing with a representative and they both addressed the Sub-Committee.

4.5 The applicant in Case No. 09/16 attended the hearing with a representative and they both addressed the Sub-Committee.

4.6 RESOLVED: That the cases now submitted be determined as follows:-

<u>Case No.</u>	<u>Licence Type</u>	<u>Decision</u>
06/16	Application to renew a Hackney Carriage and Private Hire Driver's Licence	Refuse to grant a licence in the light of the circumstances of the case, the information now reported, the responses to the questions raised and in accordance with the Council's

		policy on plying for hire.
07/16	Application to renew a Hackney Carriage and Private Hire Driver's Licence	Refuse to grant a licence in the light of the circumstances of the case, the information now reported, the responses to the questions raised and in accordance with the Council's policy on plying for hire.
08/16	Application to renew a Hackney Carriage and Private Hire Driver's Licence	Refuse to grant a licence in the light of the circumstances of the case, the information now reported, the responses to the questions raised and in accordance with the Council's policy on plying for hire.
09/16	Application to renew a Hackney Carriage and Private Hire Driver's Licence	(a) Grant a licence for up to the maximum term of 24 months, as requested by the applicant and (b) the applicant be given a written warning as to his future conduct, to remain on his licence for the full term of the licence granted.

SHEFFIELD CITY COUNCIL

Licensing Sub-Committee

Meeting held 9 February 2016

PRESENT: Councillors Geoff Smith (Chair), George Lindars-Hammond and Cliff Woodcraft

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1. APOLOGIES FOR ABSENCE

1.1 No apologies for absence were received. Councillor Neale Gibson attended the meeting as a reserve Member, but was not required to stay.

2. EXCLUSION OF PUBLIC AND PRESS

2.1 RESOLVED: That the public and press be excluded from the meeting before discussion takes place on item 4 on the grounds that, if the public and press were present during the transaction of such business, there would be a disclosure to them of exempt information as described in paragraphs 1 and 2 of Schedule 12A to the Local Government Act 1972, as amended.

3. DECLARATIONS OF INTEREST

3.1 There were no declarations of interest.

4. HACKNEY CARRIAGE AND PRIVATE HIRE LICENSING - INDIVIDUAL CASES

4.1 The Chief Licensing Officer submitted details in respect of three cases relating to hackney carriage and private hire licensing.

4.2 The applicant in Case No. 10/16 attended the hearing with a representative and they both addressed the Sub-Committee.

4.3 The applicant in Case No. 11/16 attended the hearing with a representative and they both addressed the Sub-Committee.

4.4 The applicant in Case No. 12/16 attended the hearing and addressed the Sub-Committee.

4.5 RESOLVED: That the cases now submitted be determined as follows:-

<u>Case No.</u>	<u>Licence Type</u>	<u>Decision</u>
10/16	Application to renew a Hackney Carriage and Private Hire Driver's Licence	Grant a licence for the normal term of 36 months as requested, but the licence holder be issued with a warning as to his future conduct, particularly that he must declare any future convictions to

the Licensing Service and reminded that he must report any convictions to the Service within 14 days, such warning to remain in place for the duration of the licence.

- | | | |
|-------|--|--|
| 11/16 | Application for a new Hackney Carriage and Private Hire Driver's Licence | (a) Grant a licence for the shorter term of 12 months in the light of the offences and convictions now reported, subject to the applicant undergoing a quarterly drugs test with a reputable practitioner and submitting the results to the Licensing Service for their records and (b) the licence holder be issued with a written warning, that if he received any further convictions within 12 months, his licence would be referred back to this Sub-Committee. |
| 12/16 | Application for a first Hackney Carriage and Private Hire Driver's Licence | Grant a licence for the normal term of 36 months, as requested. |

SHEFFIELD CITY COUNCIL

Licensing Sub-Committee

Meeting held 16 February 2016

PRESENT: Councillors David Barker (Chair) and Neale Gibson

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1. APOLOGIES FOR ABSENCE

1.1 No apologies for absence were received.

2. EXCLUSION OF PUBLIC AND PRESS

2.1 RESOLVED: That the public and press be excluded from the meeting before discussion takes place on item 4 on the grounds that, if the public and press were present during the transaction of such business, there would be a disclosure to them of exempt information as described in paragraphs 1 and 2 of Schedule 12A to the Local Government Act 1972, as amended.

3. DECLARATIONS OF INTEREST

3.1 There were no declarations of interest.

4. HACKNEY CARRIAGE AND PRIVATE HIRE LICENSING - INDIVIDUAL CASES

4.1 The Chief Licensing Officer submitted details in respect of four cases relating to hackney carriage and private hire licensing.

4.2 The licence holder in Case No. 13/16 attended the hearing and addressed the Sub-Committee.

4.3 The licence holder in Case No. 14/16 did not attend the hearing and the case was heard in his absence.

4.4 The licence holder in Case No. 15/16 did not attend the hearing and the case was heard in his absence.

4.5 The licence holder in Case No. 16/16 did not attend the hearing and the case was heard in his absence.

4.6 RESOLVED: That the cases now submitted be determined as follows:-

<u>Case No.</u>	<u>Licence Type</u>	<u>Decision</u>
13/16	Review of a Hackney Carriage and Private Hire Driver's Licence	In light of the additional evidence provided, the information contained in the report and the responses to the questions raised, the Sub-Committee

decided to reinstate the licence, but the licence holder be given a written warning as to his future conduct, to remain on his licence until the end of his next licence.

- | | | |
|-------|--|---|
| 14/16 | Review of a Hackney Carriage and Private Hire Driver's Licence | In accordance with the Council's policy on plying for hire, immediately revoke the licence under Section 61 of the Local Government (Miscellaneous Provisions) Act 1976, as amended by Section 52 of the Road Safety Act, 2006. |
| 15/16 | Review of a Hackney Carriage and Private Hire Driver's Licence | In accordance with the Council's policy on plying for hire, immediately revoke the licence under Section 61 of the Local Government (Miscellaneous Provisions) Act 1976, as amended by Section 52 of the Road Safety Act, 2006. |
| 16/16 | Review of a Hackney Carriage and Private Hire Driver's Licence | In accordance with the Council's policy on plying for hire, immediately revoke the licence under Section 61 of the Local Government (Miscellaneous Provisions) Act 1976, as amended by Section 52 of the Road Safety Act, 2006. |



SHEFFIELD CITY COUNCIL Licensing Sub Committee

Report of: Chief Licensing Officer

Date: 24th March 2016

Subject: Report – Specification for an Unmet Demand Survey

Author of Report: Steve Lonnia, Chief Licensing Officer

Summary: Review of the Specification of the quantitative analysis and qualitative analysis for the new unmet demand survey.

Category of Report: OPEN

Report of the Chief Licensing Officer and Head of Licensing to the Licensing Committee on 24th March 2016

Review of Hackney Carriage Vehicle licence Limitation Policy Intention to undertake unmet demand Survey

1.0 Purpose

- 1.1 To review the Councils Policy invitation to Quote/Tender in relation to Unmet Demand Survey as requested by the Licensing Committee at its meeting in February 2016.
- 1.2 To approve the process to invite quote/tenders for the completion of an unmet demand survey to run from Aug 2016 to Dec 2016

2.0 Background

- 2.1 The last review of this policy took place in 2010. The last survey conducted by Mouchel Ltd, for this was undertaken in 2009, and published in 2010.
- 2.2 Currently the Council Limitation is set at 857.
- 2.3 At the time of writing the report the current limit has been reached.

3.0 Legal Requirements

- 3.1 The Council are duty bound to accept applications for Hackney Carriage licences.
- 3.2 To refuse a licence on the grounds of a limitation policy is permitted and the Council have refused applications on these grounds.
- 3.3 The Department of transport; released a best practice guide in March 2010. Section 49 of the document stated;

“If a local authority does nonetheless take the view that a quantity restriction can be justified in principle, there remains the question of the level at which it should be set, bearing in mind the need to demonstrate that there is no significant unmet demand. This issue is usually addressed by means of a survey; it will be necessary for the local licensing authority to carry out a survey sufficiently frequently to be able to respond to any challenge to the satisfaction of a court. An interval of three years is commonly regarded as the maximum reasonable period between surveys.”

- 3.4 The Law Commission published a midterm report in 2014 when drawing up the Taxi Licensing Bill. The Commission, at the outset of information gathering for the report, were minded to recommend that Numbers Limitation should be abolished.

- 3.5 The Law Commission, after consultation, produced a report. Sections 11.69 & 11.70 detailed their recommendations stating:

“We have noted the strong view put forward during consultation that quantity restrictions can have a positive role to play within the taxi licensing framework and have found a lack of empirical evidence of the benefits of derestriction.

“Our initial view was that derestriction would be likely to provide the most efficient use of resources by enabling the market to determine supply and demand. However, having listened to the responses to our consultation, we recognise that some limitation on taxi licence numbers may, in some areas, be desirable.”

- 3.6 To enable this the Law Commission recommended the introduction of a Public Interest Test;

Section 11.82 “Our proposed public interest test could operate in a similar way to that in the Transport Act 2000, whereby local authorities are required to consider a public interest test before introducing a quality contracts scheme – essentially a bus franchise.”

Section 11.83 “In order to promote consistency, transparency and better quality decision-making, we recommend that the Secretary of State should have the power to make regulations prescribing how the public interest test should be applied.

This could include, but not be limited to, the current content of the Department for Transport’s best practice guidance.

We recommend, for example, that so-called “peaked demand” should continue to be taken into account. Regulations might further specify how evidence in respect of each of the statutory factors should be analysed and taken into account. This can be important in ensuring transparency and consistency. We recommend that the regulation-making power should cover the following topics: what might constitute appropriate evidence; methodology; weighting; and benchmarks.”

- 3.7 The Law Commissions report has not been implemented or considered by the Secretary of State for Transport. Thus the recommendations of the Commission are not in force and we have no indication if or when they will be fully considered by the Government.

- 3.8 To have a defence to any appeal the Council must have an up to date Survey to rely upon. To remain valid and up to date the Survey should be no more than 3 years old.

4.0 **Specifications**

- 4.1 The specification of the quote will determine what the scope and scale the survey will cover and will affect the overall costs of the project.

- 4.2 Appendix A has the original specification for the last Survey completed.

- 4.3 Appendix B is a draft of the Request for quote. Point 6.2 within that document is what has to be decided by the Committee at this hearing.

5.0 Recommendations

5.1 Decide on the nature of the specification to include in the invitation to quote/tender to undertake the unmet demand survey,

6.0 Options

6.1 Decide on scope and specification of the survey.

Steven Lonnia
Chief Licensing Officer
Head of Licensing Service
March 2016

Appendix A

Previous Specification details of the 2010 Survey.

A quantitative analysis of

- The current demand for Hackney Carriages in Sheffield, encompassing both latent and on street demand. This analysis should meet the standards set out in legislation (specifically section 16 of the Transport Act 1985), government guidelines and relevant case law as to what comprises unmet demand.
- This should also include analysis of illegal plying for hire (including vehicles licensed by other authorities) and illegal ranking from private hire vehicles.
- The provision of accessible Hackney Carriages in the city.
- The actual and optimum ratio of hackney carriages to private hire vehicles, analysis of what proportion of hackney carriage undertake private hire work.
- The model shift effect of increasing numbers of taxis in the city.
- The likely future demand for taxi services.
- The environmental effect of taxi services in Sheffield.

A qualitative analysis of

- The views of the service users on taxi provision in the city.
- Views of the service users of the quality, cleanliness and reliability of licensed vehicles and drivers.
- The views of the taxi & private hire drivers of the service provision in the city.
- The views of stakeholders and interested groups on taxi provision in the city.
- The anti-social behaviour associated with taxi ranks in Sheffield and the likely effect on levels of anti-social behaviour at ranks of taxi numbers.
- Conclusions on the above analysis.
- The report should set out clear assessment and advice based on these conclusions as to how the provision of taxis in Sheffield should be managed in the future.
- The report should give a clear indication as to the relevance, lawfulness of a limitation policy of Sheffield City Council in respect of the number of Hackney Carriage Licenses.

Appendix B



Request for Quote

Taxi Services Study

V01.02

Issue Date: TBC

Closing Date for Submissions: TBC

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Contents

- 1.0 Introduction & Contact Details
- 2.0 Procurement Timetable
- 3.0 General Information
- 4.0 Evaluation
- 5.0 Background Information
- 6.0 Specification
- 7.0 Documents to be returned to SCC
- 8.0 Conditions of Contract

SECTION 1.0: INTRODUCTION AND CONTACT DETAILS

- 1.1 Your organisation, along with others, is invited to submit a quote for **Taxi Services Study**.
- 1.2 The deadline for submission of tenders is **XXX at 12:00 Noon**
- 1.3 The information and instructions provided in this Request for Quote (RFQ) are designed to ensure that all quotes are given equal and fair consideration. If you have any doubts as to what is required, or you have difficulty in providing the information, please contact the person named below
- 1.4 Please check that you have received all of the information listed in the 'Contents'. If any of the information is missing, you should notify the named contact, below, immediately
- 1.5 If you have any queries relating to the RFQ documentation, or would like to request further information, please contact the person named below. You may be asked to submit your query in writing. You must ensure that any queries are made **no later than 7 days** before the deadline for tender submission
- 1.6 Shortlisted bidders will also have the opportunity to attend an interview with the Council. At this meeting you will be able to discuss your approach to the requirements and to clarify any queries on the RFQ documentation or process. The intended date for the meeting is **week commencing XXX**. **Please keep this period free in your diary. We will formalise these details closer to the date.**
- 1.7 Contact for this Tender:

Chris Goodacre
Category Manager – Business & Professional Services
Commercial Services
Sheffield City Council
Level 2, North Wing
Moorfoot Building
Sheffield, S1 4PL

Tel: 0114 2736321
Mob: 07817464769
Email: chris.goodacre@sheffield.gov.uk

SECTION 2.0: PROCUREMENT TIMETABLE

The intended timetable for this procurement is:

Stage in Procurement Process	Date
Issue of RFQ	XXX
Deadline for submission	XXX
Award decision	XXX
Anticipated contract start date	XXX

Please note: The Council reserves the right to cancel the RFQ process at any point. The Council is not liable for any costs resulting from any cancellation of this RFQ process, nor for any other costs incurred by those quoting for this Contract

SECTION 3.0: GENERAL INFORMATION

How you prepare and present your proposal can be a crucial factor in securing a contract. The following points may help you to understand what can turn a tender into a winning tender:

- 3.1. Read **ALL** the Instructions and Information included within the RFQ; preparation is the key, so understand fully what is being asked of you.
- 3.2. Respond in the required format. You must not alter the format of any of the documents. Please adjust as necessary the size of the 'response' box in order to accommodate your response.
- 3.3. Please provide as full a response to the requirements as possible. It is your only chance to give solutions rather than create more questions. Answer the questions but be concise and don't make us search too hard to find answers.
- 3.4. Don't use your proposal as a vehicle to issue glossy but meaningless brochures about your organisation – only include them if they are relevant.
- 3.5. Be upfront – we will be as honest about our requirements as possible. In return we look for honest quotes with no hidden costs or exclusions.
- 3.6. Be aware of the deadline for submission and plan ahead to ensure that you meet it.
- 3.7. Make sure that your quote is completed legibly, in ink or typed, in English, with all prices in Sterling (exclusive of VAT), and is signed and dated.
- 3.8. Please ensure that where information is to be sought from third parties – for example, references, guarantees etc. – such requests can be dealt with speedily and at **no cost** to the Council. You may wish to contact referees for their agreement to provide a reference prior to putting their details in your tender.
- 3.9. You must notify the Council, in writing, of any change in the information submitted in the response

at any time during the tender process.

- 3.10 Late quotes **will be rejected**; it is your responsibility to ensure that your quote is received on time.
- 3.11 Make sure that the information you put into your quote is correct and check that all the information you need to submit is included before you send it in. Information submitted once the deadline has passed, including any amendments to your quote, will not be considered.
- 3.12 The Council will keep all quotes received securely, and open them once the submission deadline has expired. All quotes submitted will be opened at the same time by two authorised officers.
- 3.13 The Council shall not be responsible for any expenses that you may incur in any aspect of the RFQ process

SECTION 4.0: EVALUATION

4.1 The Council will evaluate the RFQs it receives on the basis of **Most Economically Advantageous Tender** (a balance of quality and price). We are not bound to accept the cheapest, or any RFQ, and will award contracts on the basis of the most economically advantageous terms to the Council.

A panel made up of Council officers will carry out the evaluation of RFQ in accordance with the following weighted criteria:

Criteria	Weighting
Quality	60%
Broken down into following sub-criteria	
<i>Your proposal to deliver the service required</i>	30%
<i>Your skills, experience and capability to deliver the service required</i>	30%
Price	40%
Total (Quality + Price)	100%

To be reviewed

Comment [002]: All the sub-criteria have been reviewed after the specification has been agreed at LC.

4.2 An example of an evaluation scoring matrix is included below for **information only**. Note that failure to achieve 50 marks for any one quality criterion may bar a RFQ from further consideration. Additionally, RFQs must achieve an aggregate quality score of 68 marks to be considered

Score	Description of Response
0-25	Unacceptable Response <ul style="list-style-type: none"> • No response, or • Not compliant with the service specification within the ITT • Response not relevant or question not answered Very high risk that the tenderer would have serious difficulties delivering the required contract standards
26-50	Poor Response <ul style="list-style-type: none"> • The response is partially compliant with the service specification within the ITT

	<ul style="list-style-type: none"> • The response has deficiencies, e.g. supporting evidence is minimal • The response indicates that the tenderer would meet only some of the requirements of the contract some of the time • Considerable work would be needed with the tenderer to minimise risk of service delivery failure. <p>High risk that contractual standards are unlikely to be met</p>
51-67	<p>Acceptable Response</p> <ul style="list-style-type: none"> • The response is compliant with the service specification within the ITT • Some shortfalls in meeting service requirements in key areas but any concerns are of a minor nature • Further evidence may be required to supports compliance elements <p>Some risk that contractual standards are unlikely to be met</p>
68-84	<p>Good Response</p> <ul style="list-style-type: none"> • The response is compliant with the service specification within the ITT • Good supporting evidence which is relevant, credible and supports claims • A small amount of work may be required in non-key areas with the tenderer to minimise any risk of service delivery failure <p>Indicates that the tendered has understood the specification and can apply and deliver the contractual standards</p>
85-100	<p>Excellent Response</p> <ul style="list-style-type: none"> • The response is compliant with the service specification within the ITT • Offers relevant detailed evidence to support their claims • Demonstrates a wholly comprehensive understanding of the service requirements. <p>The proposed approach will result in the contract standard being exceeded.</p>

- 4.3 The Price element of the award criteria will be evaluated using the following methodology:
- The Lowest Price (excluding 'abnormally low bids') will attract full marks; the other bids will then be ranked comparatively to that lowest bid.
 - The Tenderer that submits the Lowest Price will be awarded 100% of the available marks. all other Tender submissions will receive 100% of the available marks less the percentage by which their Tender is more expensive than the lowest – for example, if the lowest bid is £100,000 and the next lowest bid is £108,000 that bid would score 92% of the available marks.
- 4.4 The Council reserves the right to reject any RFQ that fails to comply fully with the requirement of the selection process outlined above, or that is guilty of a serious misrepresentation in supplying any information requested in this document
- 4.5 The Council reserves the right to require some or all applicants to clarify the answers contained in their submissions, in writing, if required to adequately evaluate the submission. It is important that you submit your best and final offer and do not rely on post-tender clarification to revise your RFQ
- 4.6 We may enter into post-tender negotiation, but not on price alone, nor will we allow any post-tender negotiation to distort competition.

SECTION 5.0: BACKGROUND INFORMATION

5.1 City Overview

Sheffield is one of England's largest cities with a population of approx. 563,700. Sheffield has grown from largely industrial roots to encompass a wide economic base. The city has two universities, with over 50,000 students; is considered to be the greenest city in England; and is the only city to include part of a national park, The Peak District, within its city borders

The Council employs 18,000 people across five portfolios: Resources, Children Young People & Families (CYPF), Communities, Policy Performance & Communications (PPC) and Place.

For further information about the Council, please visit www.sheffield.gov.uk

5.2 Sheffield City Council Vision, Ambitions and Corporate Plan

We are ambitious for Sheffield, for the Council and for all our citizens. Our vision is:

- To be a modern, vibrant, green city where people choose to live, invest and work
- To be a Council that gets things right first time for our customers
- To be a city where everyone can achieve their full potential

As an organization, we will focus on four priorities:

- Standing up for Sheffield
- Supporting and Protecting Communities
- Focusing on Jobs
- Business Friendly

'Standing up for Sheffield: Corporate Plan 2011-14' is structured around the following 8 outcomes:

- A Strong and Competitive Economy
 - Better Health and Wellbeing
 - Successful Children and Young People
 - Tackling Poverty and Increasing Social Justice
 - A Great Place to Live
 - Safe and Secure Communities
 - An Environmentally Responsible City
 - Vibrant City
- Further details on the Corporate Plan are available on <https://www.sheffield.gov.uk/your-city-council/policy--performance/what-we-want-to-achieve/corporate-plan.html>

5.3 Employment and Skills Planning

Sheffield City Council expects all successful providers to work with us to provide information on employment and skills planning. This is a priority for the Council.

You are not required to submit this information as part of your tender response but we will from time to time ask for answers to the points below as part of the on-going contract management.

- The Purchaser can provide advice about access to Government grants, local training provision and Sheffield support services which could service any employment and skills demand generated by this Contract. The Purchaser is keen to promote and assist in the generation and delivery of innovative ideas to assist the employability of its residents.
- The Purchaser encourages Tenderers to give consideration to such innovation wherever appropriate in respect of this development.
- Please state if you will be in a position to recruit Apprentices and Trainees in respect of the delivery of this Contract. If so, please answer the following questions in relation to this

provision:

1. How many Apprentices/Trainees will you look to recruit over the Contract Period?
2. What arrangements will you make to recruit apprentices and other trainees from agencies and training providers?
3. What arrangements will you make to accommodate opportunities for progression into employment?
4. What are the titles of jobs you will make available and what are the key requirements?
5. What will the application process be and how will you make it accessible to previously unemployed people?
6. Are there any particular groups under-represented in the labour market that you could market vacancies to and how? e.g. lone parents.
7. What arrangements will you make to provide mentoring and support for trainees and work placements to ensure maximum retention and achievement of industry accreditation?

In respect of your Tender and where appropriate please provide any additional information on how you would approach the implementation of the jobs and skills requirements identified below and or including any alternative innovative ideas.

- Work Experience
- School Workshops
- Internship/Graduate Placements
- Recruitment/Progression into employment opportunities
- Apprenticeships
- Other Trainees/New Entrants

Service Providers able to accommodate any of these employment and skills initiative under Contract will be required to complete quarterly monitoring information in respect of numbers and outcomes. The Purchaser shall make available a standard monitoring form for this purpose.

SECTION 6.0: SPECIFICATION

6.1 Background

Sheffield City Council resolved to impose a limit on the number of hackney carriages it licenses within the City, at its meeting on 7th January 2008. This limit was set at 830 licenses.

The city has a population of circa 563,700, this equates to one Hackney Carriage to 679 people. The Sheffield City Council area encompasses the whole metropolitan area of Sheffield, the town of Stocksbridge and a large rural area to the west of the city including a number of small villages.

The study must not concentrate exclusively on the city centre but should look at taxi provision across the city as a whole. A list of the ranks currently operating is provided in Appendix XX

It is anticipated that the contract will be awarded for a period of six months

6.2 Requirements

Further information needed here on the specific requirements of the survey

6.3 Outputs from the study

Outputs from the study are expected to be (but not limited to):

- Attendance at inception meeting and mid-term and final presentations
- Draft Report
- Final report
- Presentation of the report if considered necessary by either Council.

Your submission should include a project implementation plan and a timetable for completion of the study. The Project timetable should build in at least 3 interim meetings with the project steering group to discuss emerging findings. These meetings would inform the future direction of the study.

We would expect the fieldwork to take place throughout the term of the contract to allow the assessment of taxi provision at all times during the period

The following dates are indicative deadlines. Please provide in your response how you propose to meet these deadlines.

- Inception meeting to be w/c 25th July 2016
- Contract to start 1st August 2016
- Draft Report XXXX
- Final report by January 2017

The contract will be managed by XXX in Licensing Service, Business Strategy & Regulation, who will be responsible for overseeing the work of the supplier and managing performance.

SECTION 7.0: DOCUMENTS TO BE COMPLETED AND RETURNED TO SHEFFIELD CITY COUNCIL

You must submit all the documentation listed below, duly completed, as your RFQ submission; use the checklist, below, to make sure you have included all the required information

Pricing Schedule (Section 7.1)

Method Statement Section 7.2)

Supporting Information (Section 7.3)

References (Section 7.4)

Payment Details (Section 7.5)

Declaration (Section 7.6)

SECTION 7.1: PRICING SCHEDULE

Please complete the table below with your prices for the items outlined above. The price should be inclusive of all travel, subsistence and other expenses used in connection with the contract

Expenditure Heading	No. of Days	Day Rate (excluding VAT)	
To be decided after the specification (Section 6) is completed			[REDACTED] : We normal ask for the Day rate value but we could equally request a total price value

Your day rates for any additional work agreed between us and your company

Staff Member (grade)	Day Rate (excluding VAT)	
		[REDACTED] : We ask for this information to get a better understanding of the cost structure of an organisation.

SECTION 7.2: METHOD STATEMENT

Responses to the questions in this section will be used to evaluate the quality element of the tender which will account for 50% of the overall evaluation.

Responses to the questions will be scored in accordance with the methodology and criteria described above. We welcome the use of case studies to illustrate your responses to the questions below.

Please ensure that a response is provided to all questions.

7.2.1 *Your proposal to deliver the service required*

7.2.2 *Your skills, experience and capability to deliver the service required in the agreed timescale*

SECTION 7.3: SUPPORTING INFORMATION

Company details:

Company Name:
Address
Registered Office
Reg No.
Website:

Details of main contact for this contract

Name:
Position:
Telephone No.
Email address:

Legal Status of your organisation

Details of any of the directors, partners or associates of your organisation that have been subject to bankruptcy, insolvency or receivership proceedings

Details of any of the directors, partners or associates of your organisation who are or have been employed by Sheffield City Council at a senior level or have been Sheffield City Councillors, any time in the last five years

Please provide copies of your insurance certificates(s) currently in force in respect of the following:

Public Liability:	(min requirement £5m)
Employer's Liability:	(min requirement £10m)
Professional Indemnity:	(min requirement £2m)

SECTION 7.4: REFERENCES

Please provide details of relevant contracts awarded to, or work undertaken by, your organisation during the last three years, highlighting any relevant experience in relation to this contract. We may want to take up references using the information you provide. Please indicate if references can be sought, and if so, from whom.

Name & address of organisation & dept.	Contract Name	Contract Value	Contract date(s)	Type of work	Name & contact details of referee
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SECTION 7.5: PAYMENT DETAILS

The Council's standard payment terms are 30 days from receipt of invoice.

Payment is by BACS.

It is the policy of the Council to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank account details below.

Bank Name:

Bank Address:

Postcode:

Account Name:

Sort Code:

Account No:

No invoices will be accepted from any Contractor without an official written order from the Council and the order number in full being quoted on all invoices.]

IMPORTANT

All invoices for Sheffield City Council should be addressed to:
Sheffield City Council (Creditors)
PO Box 1310
Sheffield S1 1UY]

SECTION 7.6: DECLARATION

I declare that to the best of my knowledge the answers submitted in this RFQ are correct. I understand that the information will be used in the process to assess my organisation's suitability to be awarded a contract.

I understand that the Contracting Authority may reject this RFQ if there is a failure to answer all relevant questions fully or if I provide false/misleading information.

I warrant that I have all the requisite corporate authority to sign this document.

Form Completed By	
Name	
Position (Job Title)	
Organisation	
Date	
Telephone number	
Signature: (for electronic submissions, please type name or provide an e-signature)	

SECTION 8.0: CONDITIONS OF CONTRACT

1 DEFINITIONS

1.1 In these Terms and Conditions the following words shall mean:

“Additional Service Day”	means a Service Day spent on additional Services ordered under Clause 3.2
“Agreement”	means the contract and any and all Schedules to the Agreement as they may be amended, modified or supplemented from time to time in accordance with these provisions
“Commencement Date”	means the agreed date the contract will start
“Confidential Information”	means all unpatented designs, drawings, data, specifications, processes, procedures and all other technical business and similar information relating to the Services. This includes all readable or computer or other machine readable data, logic, logic diagrams, flow charts, orthographic representations, coding sheets, coding, source or object codes, listings, test data, test routines, diagnostic programs or other material relating to or comprising software
“Contract Manager”	means Council officer responsible for managing the contract or his/her successor
“Copyright Works”	means any items of Confidential Information in which copyright or design right subsists
“DPA”	means the Data Protection Act 1998 (as the same may be amended from time to time)
“Documents”	means all records, reports, documents, paper and other materials whatsoever originated by or upon behalf of the Consultant pursuant to the Agreement
“Environmental Information Regulations”	means the Environmental Information Regulations 2004 (as the same may be amended from time to time)
“FOIA”	means the Freedom of Information Act 2000 (as the same may be amended from time to time)
“Force Majeure Event”	means the occurrence after the Commencement Date of: (a) war, civil war, armed conflict, civil commotion, or terrorism; or (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is as a result of any act by the

[Contractor] or its sub-contractors or any breach by the [Contractor] of the terms of the Agreement; or

(c) pressure waves caused by devices travelling at supersonic speeds, which directly causes either party (the Affected Party) to be unable to comply with all or a material part of its obligations under the Agreement;

“Personal Data”	means personal data within the meaning given to the phrase personal data by DPA which is acquired by or communicated to the Consultant in connection with the Services
“Responsible Officer”	means the appropriate Council officer or any duly authorised person to act on their behalf.
“Services”	means the Services provided by the Contractor as set out in Schedule 1 of an agreed contract.
“Service Day”	means the provision of the Services by any one of the Consultant’s personnel (which shall include travelling to and from the Site) to the Client from 7.30 am to 7.30 pm on any weekday
“Site”	means the various premises of the Client within the District of Sheffield.
“Valid Invoice”	means an invoice from the Contractor delivered to Sheffield C.C. (Creditors), PO Box 1310, Sheffield, S1 1UY. The delivered invoice becomes a Valid Invoice upon satisfactory completion of the Services and then SCC registering the invoice.

- 1.2 The headings in the Agreement are inserted only for convenience. They shall not affect its construction.
- 1.3 Where appropriate, words denoting a singular number only shall include the plural (and vice versa).
- 1.4 Reference to any statute or statutory provision includes a reference to the statute of statutory provisions as from time to time amended, extended or re-enacted.

2 DURATION

- 2.1 The Consultant shall begin to provide the Services on the Commencement Date, and shall continue to provide the Services until the termination of the Agreement in accordance with the provisions of clause 6. This Contract will last in the first stage for a maximum of the period defined in the Contract over the stated period from the Commencement Date.

3 POSITIVE OBLIGATIONS OF THE CONSULTANT

- 3.1 The Consultant shall give reasonable priority to the provision of the Services over other business activities which they may undertake.

- 3.2 The Consultant shall provide the Services Days as set out in Schedule 1 of the Agreement for the proper performance of the Services if so required in writing by the Client; the Consultant shall provide additional Services to be paid for by the Client on the basis of Additional Service Days but otherwise to be treated for all purposes under the Agreement as forming part of the Services.
- 3.3 The Consultant shall provide the Services at an agreed centrally located Sheffield site and will visit other centrally located sites within Sheffield.
- 3.4 The Consultant shall keep detailed records of all acts and things done by it in relation to the provision of the Services and at the Client's request shall make them available for inspection and/or provide copies to the Client.
- 3.5 The Consultant shall at all times during the period of the Agreement:
- 3.5.1 faithfully and diligently perform those duties and exercise such powers consistent with them which are from time to time necessary in connection with the provision of the Services;
 - 3.5.2 obey all lawful and reasonable directions of the Client; and
 - 3.5.3 use its reasonable endeavours to promote the interests of the Client.
- 3.6 In the event of any uncertainty on the part of the Consultant as to the instructions of the Client, the Consultant shall apply to the Contract Manager in writing for clarification of the Client's instructions.
- 3.7 The Consultant shall hold all documents and information (in whatever medium) provided to the Consultant by the Client or by any third party or created by the Consultant in connection with the Services to the order of the Client and shall (upon the request in writing of the Client) deliver the same to the Client, notwithstanding any lien or other right of retention which might (but for this clause) be asserted by the Consultant.
- 3.8 The Consultant shall be responsible for making appropriate PAYE deductions for tax and National Insurance contributions from the remuneration which it pays to its personnel. The Consultant agrees to indemnify the Client in respect of any claims or demands which may be made by the relevant authorities against the Client in respect of income tax relating to the provision of the Services by the Consultant.
- 3.9 Intellectual property rights/confidentiality
- 3.9.1 The Consultant agrees to assign to the Client all right, title and interest in and to any Confidential Information made, originated or developed during the course of or otherwise related to the Services, together with any other intellectual property rights arising out of the provision of the Services.
 - 3.9.2 The Consultant warrants and represents that any Confidential Information, Copyright Works or Documents conceived, originated, made or developed by its personnel will not infringe any intellectual property rights of which a third party is the proprietor including (in particular but without limitation) any patents, copyrights, registered designs or rights of confidence.

- 3.9.3 The Consultant agrees to keep and to ensure that its personnel shall keep the Confidential Information, the Documents and all other matters arising or coming to its or their attention in connection with the provision of the Services secret and confidential and not at any time for any reason whatsoever to disclose them or permit them to be disclosed to any third party (except as permitted hereunder to enable the Consultant to carry out its duties and obligations). The Consultant shall procure that its personnel and all others of its employees having access to any of the Confidential Information, the Documents or such matters shall be subject to the same obligations as the Consultant and shall take all reasonable steps to ensure that its employees are made aware of and perform such obligations.
- 3.9.4 The Consultant agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit to be made use of any information relating to the Client's technology, technical processes, business affairs, finances, suppliers or customers of the Client, or members of the public where knowledge or details of the information was received during the period of this Agreement. Unless agreed in advance by the Client.
- 3.9.5 The obligations of confidence referred to in this clause 3.9 shall not apply to any Confidential Information, Documents or other information which:
- is in the possession of and is at the free disposal of the Consultant or is published or is otherwise in the public domain prior to the receipt of such Confidential Information or other information by the Consultant;
 - is or becomes publicly available on a non-confidential basis through no fault of the Consultant;
 - is received in good faith by the Consultant from a third party who (on reasonable enquiry by the Consultant) claims to have no obligations of confidence to the Client in respect of it and who imposes no obligations of confidence upon the Consultant.
- 3.9.6 The obligations of the parties under this clause 3.9 shall survive the expiry or the termination of the Agreement for whatever reason.

3.10 Liability

- 3.10.1 The Client will be relying upon the Consultant's skill, expertise and experience and also upon the accuracy of all representations or statements made and the advice given by the Consultant in connection with the provision of the Services and the accuracy of any Confidential Information, Copyright Works or Documents conceived, originated made or developed by the Consultant in connection with the provision of the Services. The Consultant hereby agrees to indemnify the Client against all loss, damage, costs, legal costs and professional and other expenses of any nature whatsoever incurred or suffered by the Client, whether direct or consequential (including but without limitation any economic loss), as a result of such reliance.
- 3.10.2 The Consultant accepts:
- liability for death or personal injury howsoever resulting from the Consultant's negligence; and

- liability for damage to property however resulting from the Consultant's negligence where such negligence has arisen or arises in connection with the provision of the Services or in connection with any other activities undertaken by the Consultant pursuant to or for any purpose related to the Agreement. The Consultant hereby agrees to indemnify the Client against all and any liability, loss, damage, costs and expense of whatsoever nature incurred or suffered by the Client or by any third party whether arising from any disputes, contractual, tortious or other claims or proceedings which seek to recover loss and damage incurred by reason of any such death, personal injury or damage to property.
- 3.10.3 Any condition or warranty which might otherwise be implied or incorporated within the Agreement by reason of statute or common law or otherwise is hereby expressly excluded.
- 3.10.4 The Consultant expressly acknowledges that the provisions of this clause 3.10 satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act 1977 and it shall be stopped from claiming the contrary at any future date in the event of any dispute with the Client concerning the Consultancy's liability hereunder.
- 3.10.5 The Consultant undertakes and agrees to take out adequate insurance cover with an insurance office of repute to cover the liability accepted by it in this clause 3.10 and agrees to produce at the Client's request a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Client.
- 3.10.6 The provisions of this clause 3.10 shall survive the termination of the Agreement for any reason.
- 3.11 If the Consultant shall consider it necessary to use the services of a third party whether for information or for the supply of goods or services the Consultant shall (except in matters of a minor and obvious nature) obtain the prior consent of the Client before using such services.
- 3.13 The Consultant shall indemnify the Client against all liability loss damage and expense of whatsoever nature incurred or suffered by the Client or any third party as a result of the breach of any obligation in clause 3.
- 3.14 Data Protection and Freedom of Information
- Notwithstanding any other provision of the Agreement:
- 3.14.1 in relation to all Personal Data, the Consultant shall at all times comply with the Data Protection Act 1998 (DPA) as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Services;
- 3.14.2 the Consultant and any sub-contractor shall only undertake processing of Personal Data reasonably required in connection with the Services and shall not transfer any Personal Data to any country or territory outside the European Economic Area;
- 3.14.3 the Consultant shall bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability of staff having access to the Personal Data;

- 3.14.4 the Client may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Consultant and the sub-contractor referred to in Clause 3.14.3 and within 30 days (or such other period as Sheffield City Council may specify) of such a request, the Consultant shall supply written particulars of all such measures detailed to a reasonable level such that the Client can determine whether or not, in connection with the Personal Data, it is compliant with the DPA;
- 3.14.5 the Consultant acknowledges that the Client is subject to the requirements of the FOIA and the Environmental Information Regulations and that any schedules provided by the Consultant outlining Confidential Information, commercially sensitive information or trade secrets are indicative only and that the Client may be obliged under the FOIA or the Environmental Information Regulations to disclose the information outlined in the those schedules:
- without consulting with the Consultant, or
 - following consultation with the Consultant and having taken their views into account;
- 3.14.6 the Consultant shall use all reasonable efforts to assist the Client in its compliance with the obligations imposed on the Client by the FOIA and the Environmental Information Regulations, to the extent that the obligations relate to the information held by the Consultant on behalf of the Client or otherwise in connection with the Agreement or the Services provided hereunder;
- 3.14.7 the Consultant shall provide the Client with a copy of all information, including Confidential Information, held by the Consultant on behalf of the Client, or otherwise in connection with the Agreement or the Services provided hereunder, in the form that the Client requires within 5 days (or such other period as Sheffield City Council may specify) of the Client's request, to enable the Client to respond to a request for information within the time for compliance set out in the FOIA or the Environmental Information Regulations;
- 3.14.8 the Consultant shall ensure that information held on behalf of the Client or otherwise in connection with the Agreement or the Services provided hereunder is retained for disclosure and shall permit the Client to inspect such information from time to time;
- 3.14.9 in complying with the obligations of clause 3.14, the parties agree that:
- they shall at all times act in good faith and the Consultant shall do nothing to prevent the Client from complying with its obligations under the DPA, FOIA and the Environmental Information Regulations; and
 - they will not disclose to any third party information that is exempt under the DPA, FOIA and the Environmental Information Regulations; and
- 3.14.10 the Consultant shall indemnify and keep indemnified the Client against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of the Clause 3.15 by the Consultant.

4 PAYMENT

- 4.1 In consideration of the provision of the Services, the Client shall pay to the Consultant a daily rate as agreed in the Contract. This daily rate is exclusive of VAT but is inclusive of all travel, subsistence and other expenses and of all materials and equipment used by the Consultant in connection with the Services. Travel is defined as the journey to and from the Consultant's home base to the Client site in Sheffield. Should the Consultant be asked to travel outside of the above defined journey and/or make overnight stays then additional travel and subsistence payments will be agreed between the Client and the Consultant.
- 4.2 All payments to the Consultant shall be made against the Consultant's invoices which shall be presented monthly in arrears. The Client agrees to pay the invoices within 30 days of the presentation of a Valid Invoice.
- 4.3 In the event that the Consultant provides additional Services under clause 3.2, the Client shall pay the Consultant for such additional Services at the same rates as set out in the Consultant's Proposal contained in Schedule 1 to the Agreement for the provision of the Services. Such rates exclude and include the matters referred to in clause 4.1.
- 4.4 Payment by the Client shall be without prejudice to any claims or rights which the Client may have against the Consultant and shall not constitute any admission by the Client as to the performance by the Consultant of its obligations hereunder. Prior to making any such payments, the Client shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Consultant.
- 4.5 The Consultant shall submit the invoice to the Contract Manager and shall submit with the invoices a report:
- 4.5.1 detailing the time spent on the services comprised in the Services included in the invoice;
 - 4.5.2 where the invoice relates to or includes additional Services under clause 4.3, a full breakdown of the time spent and the nature of the work done.
 - 4.5.3 including any such other information as the Contract Manager may in writing so reasonably require.

5 OBLIGATIONS OF THE CLIENT

- 5.1 Throughout the period of the Agreement, the Client shall afford the Consultant such access to sites and the Client's information records and other materials relevant to the Services as the Consultant may require to provide the Services (provided always that the Client shall be obliged to afford such access only during its normal business hours). Further the Client shall:
- 5.1.1 advise the Consultant of the rules and regulations which are then in force;
 - 5.1.2 make available such working space and facilities at the Site as the Consultant may reasonably require as defined in Schedule 1 of the Agreement;
 - 5.1.3 make available appropriate personnel to liaise with the Consultant as set out in Schedule 1 of the Agreement;
 - 5.1.4 secure and otherwise keep safe all and any property of the Consultant.

6 REJECTION AND TERMINATION

- 6.1 The Contract may be terminated by either party giving to the other party the notice period stipulated in the Contract, notice in writing.
- 6.2 In the event of any breach of the Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate the Contract with immediate effect by notice in writing.
- 6.3 In the event of a material breach of the Contract by either party, the other party may terminate the Contract with immediate effect by notice in writing.
- 6.4 If you become insolvent or bankrupt or (being a company) make an arrangement with your creditors or have an administrative receiver or administrator appointed or commence to be wound up (other than for the purpose of amalgamation or reconstruction) we may without replacing or reducing any other of our rights terminate the Contract with immediate effect by written notice.
- 6.5 Nothing in this Clause 6 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

7 ASSIGNMENT

- 7.1 Neither party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of the Agreement without the prior written consent of the other.

8 GOVERNING LAW AND JURISDICTION

- 8.1 The validity construction and performance of the Agreement shall be governed by English law.
- 8.2 All disputes, claims or proceedings between the parties relating to the validity construction or performance of the Agreement shall be subject to the jurisdiction of the English Courts to which the parties hereto irrevocably submit.

9 ILLEGALITY

- 9.1 If any provision or term of the Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever (including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties to the Agreement including the EC Commission and the European Court of Justice) such provision or term shall be divisible from the Agreement and shall be deemed to be deleted from the Agreement. If the words omitted substantially affect or alter the commercial basis of the Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of the Agreement as may be necessary or desirable in the circumstances.

10 ENTIRE AGREEMENT / AMENDMENT / WAIVER / MEDIA / COSTS

- 10.1 The Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of the Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in the Agreement.

- 10.2 The Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.
- 10.3 No failure or delay on the part of either party hereto to exercise any right or remedy under the Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 10.4 The text of any press release or other communication to be published by or in the media concerning the subject matter of the Agreement shall require the approval of both parties.
- 10.5 Each of the parties hereto shall be responsible for its respective legal and other costs incurred in relation to the preparation of the Agreement.

11 NOTICE

- 11.1 Any notice or other document to be given under the Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by:
- 11.1.1 first class post or express or air mail or other fast postal services; or
 - 11.1.2 registered post; or
 - 11.1.3 telex, facsimile or other electronic media to a party at the address or relevant telecommunications number for such party or such other address as the party may from time to time designate by written notice to the other.
- 11.2 All such notices and documents shall be in the English language. Any notice or other document shall be deemed to have been received by the addressee two working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or is given by telex, facsimile or other electronic media, simultaneously with the delivery or transmission. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 12.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

13 FORCE MAJEURE

- 13.1 Relief from Obligations
Neither party shall be entitled to bring a claim for a breach of obligations under the Agreement by the other party or incur any liability to the other party for any losses or damages incurred by that other party to the extent that a Force Majeure Event occurs and it is prevented from carrying out obligations by that Force Majeure Event.
- 13.2 Notification
On the occurrence of a Force Majeure Event, the Affected Party shall notify the other party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.

13.3 Consultation

As soon as practicable following such notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Agreement.

13.4 Failure to agree

If no such terms are agreed on or before the date falling 20 days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with its obligations under the Agreement for a period of more than 30 days, then either party may terminate the Agreement by giving 10 days' written notice to the other party.

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