



GREENER EALING LIMITED

MEETING OF THE BOARD OF DIRECTORS

WILL BE HELD AT 13:00 ON THURSDAY 15th APRIL 2021, BY MS TEAMS

AGENDA

Item No.	Agenda Title	Lead	Action	Paper/Verbal
1.	Apologies for Absence	MB	Information	
2.	Declarations of Interest (in respect of items on the agenda)	MB	Information	
3.	Minutes of the meeting held on 25 th February 2021	MB	Approval	(3)
4.	Matters Arising			
4.1	Action Log	MB	Information	(4)
4.2	The following written resolutions of the Board were made since the last meeting:	LP	Ratification	
	<ul style="list-style-type: none"> • Approval of Loan Facility Agreements, authorising GEL to enter into the Facility Agreements and Debenture; and delegate the agreement, signing and execution of any documents to be entered into by GEL pursuant to or in connection with the Facility Agreements and Debenture. • Approval of a Supplementary Agreement for the £0.902m money market loans in April 2020 and July 2020 provided to Greener Ealing Ltd by the London Borough of Ealing, following the increase in interest rate charged, to comply with state aid and subsidy control rules. • Approval of a £0.550m working capital loan facility drawdown for more than 12 months to ensure funding in place for commitments of the company. 			
Governance				
5.	HR Update:	WG		
	- Adoption Leave Policy		Approval	(5a)
	- Annual Leave Policy		Approval	(5b)
	- Attending Medical Appointments Policy		Approval	(5c)
	- Family Friendly Policy		Approval	(5d)
	- Flexible Working Policy		Approval	(5e)
	- Compassionate Leave Policy		Approval	(5f)
	- Maternity Leave Policy		Approval	(5g)
	- Parental Leave Policy		Approval	(5h)
	- Paternity Leave Policy		Approval	(5i)
	- Shared Parental Leave Policy		Approval	(5j)



6.	Staff Engagement Survey update	WG	Noting	(6)
7.	Annual Policy Governance Review:	LP		
	- Anti- Fraud Policy		Approval	(7a)
	- Data Protection Policy		Approval	(7b)
	- Health and Safety Policy		Approval	
	- Environmental Policy		Approval	(7c)
	- Quality Policy		Approval	(7d)

Strategy, Project & Operations

8.	Formal Recognition Agreement – GEL and GMB union	WG	Approval	(8)
9.	Overtime Working Update	DT	Noting	(9)
10.	Key Performance Indicators (KPIs) and Operational Performance Report	KOL	Information	(10)
11.	Risk Management Report	KP	Information	(11)
12.	Finance Update	KP	Information	(12)
13.	GEL Contract Procedure Rules	KP	Approval	(13)
14.	HSEQ Matters	KOL	Noting	(14)
15.	Fleet Provision and Transport Compliance	KOL	Noting	(15)

Board Forward Plan

16.	Board Forward Plan	KOL/AG	Approval	(16)
17.	Any Other Business	MB	Information	
18.	Date of next meeting: 1 July 2021		Information	



Present: Mike Boulton
Alison Reynolds
Kieran Read

Attendees: Kevin O'Leary
Bill Gilmour
Katarina Pohancenikova
Helen Harris
Gary Alderson
Dipti Patel
Andrea Goldsmith

Apologies:

MB Chair and Director
AR Director
KR Director

KOL Interim Managing Director, GEL
BG Human Resources Manager, GEL
KP Head of Finance, GEL
HH Director of Legal and Democratic Services, LBE
GA Shareholder Representative, LBE
DP Director of Place Delivery, LBE
AG Waterstone/Bridgehouse Company Secretaries (minutes)

**GREENER EALING LIMITED (“GEL”)
MINUTES OF THE BOARD OF DIRECTORS MEETING
HELD AT 14:00 HOURS ON 25 FEBRUARY 2021 BY MS TEAMS / CONFERENCE CALL**

Present:	Mike Boulton	Chair and Director	MB
	Alison Reynolds	Director	AR
	Kieran Read	Director	KR
In attendance:	Kevin O’Leary	Interim Managing Director, GEL	KOL
	Bill Gilmour	Human Resources Manager, GEL	WG
	Gary Alderson	Shareholder Representative, LBE	GA
	Katarina Pohancenikova	Head of Finance, GEL	KP
	Dipti Patel	Director of Place Delivery, LBE	DP
	Andrea Goldsmith	Bridgehouse Company Secretaries (minutes)	BCS
	Mick Aherne	Head of Compliance	MA

1. Apologies for Absence

1.1 MB welcomed those present and advised that no apologies for absence had been received.

KOL advised the Board that sadly David Osei had passed away, and a letter of condolence would be sent on behalf of the Board and Company, which was **agreed**: **ACTION**. KOL added that WG was in contact with the family, and GEL would be represented at the funeral. **KOL**

2. Declarations of Interest

2.1 There were no conflicts of interest in regard to items on the agenda.

3. Minutes of the last meeting – 17 December 2020

3.1 The minutes of the last meeting were approved subject the last sentence of Min 8.4.6 being deleted: **ACTION**. **BHC**

4. Matters arising from the previous Board meeting

4.1 The Board discussed and **noted** the summary update of matters arising from the previous Board meeting, included in the meeting pack.

4.2 KOL advised that the outstanding action on the Memorandum of Understanding would now be picked up with a review of the Service Agreement. Anthony Collins Solicitors will be advising GEL.

4.3 KOL presented the actions against the outstanding internal audit report on corporate governance. The whistleblowing policy had been taken at the last Board meeting. The key performance indicators had been agreed by LBE client-side and were now being used. The risk appetite and risk management policy will be discussed under a later item. High-level engagement between the GEL Board and the LBE was considered to be missing by the auditors, and so two meetings per year would be arranged. The first would be for initial budget discussions in October and then to review the annual performance in May / June each year. The Chair of GEL, the Portfolio Holder and the Client-Side Officer would attend these meetings.

4.3.1 The Board **approved** the establishment of these twice-yearly meetings, to be called the Strategic Leadership and Partnership Panel (SLAPP)

4.4 WG presented the report on the workforce strategy, which was intended as a quick reference guide to ensure delivery was on track. MB requested high-level information on the results of the initial staff engagement survey, which WG agreed to bring to the next meeting: **ACTION**.

WG

4.4.1 The Board **noted** the report.

4.5 WG presented the quick reference guide to the communications strategy. In response to a comment from AR, KOL advised that nominations for employee of the month were requested from each service area for those people who had gone above and beyond their usual role. These were then discussed by the senior team, and a decision made. KOL assured the Board that he tried to make the process as fair and open as possible, making sure that winners were from across the whole organisation. The scheme seemed to have gone down well with staff. There were nominations coming in from external partners now as well as the internal teams.

4.5.1 The Board **noted** the report.

Governance

5. Annual Policy Governance Review

5.1 Anti-Bribery

5.1.1 KOL advised that a review of the Governance Policies had been undertaken, and this included the Anti-Bribery (Gifts and Hospitality) policy. A small number of authorisations were included in the pack as being from an external supplier as a thank you for GEL staff appearing in their promotional video. This had given GEL some good publicity and positive feedback.

5.1.2 The Board **approved** the gifts from the external supplier.

5.2 Risk Management

5.2.1 KOL advised that this now included the risk appetite statement which had been discussed at the last Board away-day following a recommendation by the auditors.

5.2.2 The Board **approved** the risk appetite statement and its inclusion in the risk management policy.

5.3 Freedom of Information Policy

5.3.1 KOL advised that only a minor amendment was needed for this policy as highlighted in the papers. To date no requests had been received by GEL or LBE in relation to GEL. Should there be a request, KOL would sign off the draft reply before sending to the respondent.

5.3.2 The Board **approved** the update to the FOI policy.

6. Workforce Profile – equalities and monitoring report

- 6.1** WG reminded the Board that the Public Sector Equalities Duty applied to the Company, and that this was the results from the initial baselining review. This did rely on employees completing the information, which they were not required to do.
- 6.2** The initial results show that the workforce is predominantly male, with only approx. 5% female colleagues. The majority of staff are over 50, which may explain why the ethnicity of the workforce is different to the population of Ealing.
- 6.3** Three specific equality measures have been agreed:
- i. To get an accurate baseline of equalities information.
 - ii. To increase the number of female HGV drivers employed on contract
 - iii. To increase the number of female employees across the workforce generally.
- 6.4** The majority of female colleagues worked in the back-office support, with seven in street cleaning, one in grounds maintenance and one HGV driver: none were in front-line supervisory roles. GEL have spoken to the agency to see whether they could encourage more females to come through, although this was not a traditional industry that women considered. Street cleaning and grounds maintenance was felt to be more likely to attract female staff. GEL could also consider offering different hours or term-time only roles.
- 6.5** WG reported that he had spoken to some of the front-line female staff, one of whom had been a previous winner of Employee of the Month and was well regarded by her colleagues. She said that she loved her job, especially being outside, and had not received any inappropriate comments for some time. She had been encouraged to apply for a team leader job but had not felt that it was for her. In talking to the HGV driver, she had felt that her English was not good enough at first but had an HGV licence before coming to the UK.
- 6.6** There had been 57 new appointments recently by moving people from agencies onto permanent contracts after a successful probation period, which meant that 52% of the workforce were White-British, White-Irish or White-Other: more in line with the population of Ealing as approx. 49%. The percentage of white employees may be linked to those with the longest service being mostly white. There were some ethnicities that did not traditionally work in waste, and so there may be difficulties recruiting staff from particular backgrounds. However, accepting that the majority of employees were white, there was good representation from other ethnicities.
- 6.7** The religious beliefs data was difficult to draw conclusions from as the majority declared themselves as Christian, but 15.5% did not reply or there was no data collected.
- 6.8** The number of people who declared they had a disability represented 1.2% of the workforce, although 21% of staff did not respond or make a declaration. The census data for Ealing was for 6.6% having a disability and being economically active. WG noted that disability did tend to be under-reported. Work was underway with the Unions to try to encourage people who had a disability to come forward to discuss reasonable adjustments and other ways to support them, which was welcomed by those present.
- 6.9** WG assured the Board that while applications from under-represented backgrounds would be encouraged, appointments would continue to be made on the best person for the role.
- 6.10** GA thanked WG for the work and presentation and commented that this was also a key area of focus for LBE as well, with active monitoring underway at every level and

department. LBE had commissioned an external review by DWC who had met with people and networks across the Council. GA requested that workforce information be presented by grade for the next review: **ACTION**.

WG

6.11 Short videos could be added to the website from those staff who were willing to be part of a campaign to encourage diverse applications. Younger people in the borough did not have driving licences because of the prohibitive costs of insurance, and that public transport and Uber was easy to use. GEL could consider offering driver training to work up to an HGV licence.

WG

6.12 AR suggested that GEL link with the Employee and Skills Team and the Benefits Team who may be able to highlight potential staff who could be supported through grants, such as the Government retraining scheme.

6.13 The Board **noted** the report and thanked WG for his work in bringing the data together and looking at options for the future.

7. AGM notice

7.1 KOL reminded the Board that the AGM had been planned for today, but had had to be postponed. The notice had been amended for the new date, which would be held virtually.

7.2 The Board **approved** the amended AGM letter and notice.

8. Business Continuity Plan

8.1 KOL advised that this plan had been drafted using the LBE template, and in-house training and testing would be held.

8.2 KR questioned whether the five-day recovery time for WhiteSpace was too long and should be reduced to 24-48h. KOL stated that people and vehicles would be the priority, and that there were paper back-ups for the WhiteSpace data, although WhiteSpace would be pressed for as quick a recovery as possible.

NB Post meeting note the contract with Whitespace does in fact includes a 24-hour recovery period.

8.3 The Board **approved** the Business Continuity Plan.

Strategy, Project, and Operations

9. Business Plan 2021/22

9.1 KOL presented the revised business plan following discussions at the last Board meeting and the away-day. The risk appetite statement discussed under Item 5.2 had been included. The budget would be discussed with LBE as a matter of urgency.

GA added that at a recent LBE Cabinet meeting, the members had discussed GEL performance and positive feedback was received. Following concerns from some members that the contract was overspent, a review had taken place and signed off by the LBE CFO which showed a £1.3m saving compared to the previous provider. The next stage will be

an efficiency review to show that the specification was being adhered to, but that savings were being made and new ideas were coming through. Most procurement was through a full market tender, ensuring value for money and savings where appropriate.

10. Staff Recognition Payment

10.1 KOL asked the Board to consider a £200 one-off payment to all staff in recognition of their efforts during the transfer to GEL and during the pandemic. There had been no loss of essential services during this time, which other similar providers had not been able to do. A suggestion of a deduction for absences not related to Covid, industrial injuries or disability was for discussion. MB added that in discussions with former colleagues, they had had to manage significant disruption and incur costs of agency, replacement staff.

10.2 The Board discussed in detail how the decision to reduce pay for some instances of absence would be taken by those staff, and whether this could be counterproductive. MB noted that there was likely to be comments for either solution, and that it was important to recognise the hard work of staff.

10.3 The Board **approved** the recognition payment with no reductions following a vote (KR, AR – for no reductions; MB – for reductions).

11. Key Performance Indicators (KPIs) and Operational Performance Report

11.1 KOL presented the KPI report, noting that performance continued to be good overall. The underlying sickness rate, excluding covid-related absences, was 5%. The number of complaints continued to fall, in part due to more proactive management and improved performance on the front-line, especially in refuse collection.

11.2 GA congratulated GEL on the reduction in complaints and advised that street cleaning had been discussed by LBE Cabinet members. KOL replied that there had been some delays with leaf clearing, but he was not aware of any issues since then. New arrangements had been put in place, and it was hoped that these would start to delivery improvements in the coming weeks.

11.3 The Board **noted** the KPI report.

BREAK: 15:16-15:21

12. Risk Management Report

12.1 The Board **noted** the report

13. Finance update

13.1 KP presented the finance report, highlighting that GEL currently had a year-to-date surplus of £454k, which was a positive variance of £311k. This was due to non-contractual work, such as weed spraying, grounds maintenance and additional street cleaning.

13.2 The operating costs had a positive variance of £489k, due to service recharges, rephasing of depreciation, hire costs and other items.

- 13.3** The year-end position was forecast at £439k, which had been updated with the latest information following discussions with LBE, subject to any further loan adjustments or unexpected costs from LBE.
- 13.4** The accounts to 30 June 2020 are being audited by Deloitte LLP. The delay was due to a difference of opinion between GEL, LBE finance team and Deloitte LLP partners which was being worked through.
- 13.5** KP took the Board through the outstanding issues: start-up costs treatment, state aid implication and rental payments. GA added that the state aid rules were outside of LBE's control, but mitigations were being put in place for the increased interest payments.
- 13.6** A number of costs will be absorbed within the current financial year: covid-related costs, increased number of employees in the pension scheme, Amey holiday agreements, 2% increase for salaries and back-pay claim to LBE, and attendance at go-live training
- 13.7** Legal advice had been sought in relation to the draft loan facility agreements between LBE and GEL, which had raised two questions for clarification: the interest rate and the financial covenants. The interest rate stated in the document was not correct as the Interbank Offered Rate will not be used after Brexit. The financial covenants depend on external figures and markets, which may cause repayment problems. GA added that Helen Harris was aware that GEL had sought external legal advice and agreed that this avoided any potential conflicts of interest.
- 13.8** GEL were proposing to draw down £1.053m on the fixed capital and up to £1.447m on the working capital facility. A discussion was also being held with LBE to agree £341k, which would not be drawn down, to satisfy OTC licence requirements GEL will need easy access to any required monies within 7-14 days.
- 13.9** KOL noted that the agreed six-monthly meetings (SLAPP) between the GEL Chair and LBE Portfolio Holder should help clarify the budget and agreements, ensuring the service can be provided in the best way within an achievable budget and SLA and that the timescales of the discussions would be longer than it had been this year.

Appointment of auditors

- 13.10** KP asked the Board to appoint Deloitte LLP as the GEL auditors for the current financial year. Deloitte LLP also did the LBE accounts, and so it would mean the preparation of the consolidated group accounts would be quicker and easier.
- 13.11** The Board **noted** the financial report and **approved** Deloitte LLP as the Company's external auditors for the period 1st July 2020 to 31 March 2021.
- 13.12** ***Post meeting note:** The current auditor appointment remains until the close of the AGM, at which time the members would duly authorise the Board to re-appoint Deloitte LLP.*

14. Operational Service Review – update

- 14.1** KOL presented the review which had been discussed at the December 2020 meeting and the away-day, and with Earl McKenzie at LBE. This would not impact the overall service agreement.

- 14.2** The amount of overtime had been significantly reduced as previously agreed, with six new jobs being created as a result. The new garden waste route will start from 12 April 2021, with 300 properties moved to a different week, though the same day, to balance out the routes. This also reduced the number of routes from four to three. There were efficiencies to be made in the trade and food collection routes as well. These were all being discussed with LBE.
- 14.3** The Board **noted** the report and congratulated the team on the progress made.
- 15. HSEQ matters**
- 15.1** KOL advised that good progress was being made in this area, with weekly HSEQ Rumbles being held to discuss all incidents or issues. There had been one RIDDOR in the period, with an operative slipping on ice and breaking their ankle.
- 15.2** Additional training was being held for driving, weed spraying, on Alcumus and manual handling through Pristine Condition.
- 15.3** There were regular meetings to review Covid-related matters. There had been concerns about the number of staff that would be asked to shield with the new guidelines, but this had only affected one employee. MA advised that they were a front-line worker and so they could not be redeployed to another role. GA requested that if significant extra costs were incurred to cover Covid-related staffing, these should be referred to LBE. KR noted that the new guidance mainly impacted on 70+ year olds, and so should not have much impact on GEL workforce.
- 15.4** The Board **noted** the report
- 16. Fleet Provision and Transport Compliance**
- 16.1** KOL advised that the fleet was as expected, with the number of incidents having reduced. There were no issues with Go Plant. MA added there had been delays in getting some parts immediately after Brexit, but more stocks were being held with weekly monitoring, and this did not seem to be a problem anymore.
- 16.2** Following a comment from GA, KOL advised that additional provisions had been made for insurance. Cover was done through direct negotiation last year, but could be done through the LBE insurance team. Conversations with insurers had taken place the previous year, outlining the training and plans in place to mitigate against incidents, as GEL is such a new company.
- 16.3** Following a comment from GA, MA confirmed that the e-vehicle specification and usage had been agreed and 10 vehicles would be procured through the LBE team.
- 16.4** The Board **noted** the report.
- 17. GEL Training Academy**
- 17.1** KOL reminded the Board that this had been requested from the October 2020 meeting, and the proposal would support GEL's needs but could be marketed to other environmental

service providers through training packages once GEL achieves external accreditation for any courses we have to offer.

17.2 MA added that the standardisation of the induction process across the business had led to a reduction in incidents. They were also looking at Train the Trainer and online options. The two training facilitator posts would help the development of the Academy.

17.3 The Board **approved** the GEL Training Academy and the two Training Facilitator posts.

18. Board Forward Plan

18.1 The Board **noted** the plan, which had no changes.

19. Any Other Business

19.1 GA congratulated GEL on the progress made and the changes and innovations that were coming through, which was echoed by the Board.

20. Date of next meeting: 15 April 2021

17.1 There being no other business, MB thanked those present and closed the meeting at 15:46.

Signed

Chair of the Board

Date

GREENER EALING LTD - ACTION LIST – 15th April 2021

Minute Ref	Action items arising from minutes	Officer	Due By	Comments	Status
Actions arising from 17th December 2020					
8.3.5	Finance update – To circulate the draft financial statement when available at the end of January 2021.	KP		Update awaited from auditor.	OPEN
Actions arising from 3RD February 2020					
11.1	Memorandum of Understanding – HH and KOL to work together to create a MOU on dealing with disputes.	KOL/HH	Jan 21	To be picked up with a review of the Service Agreement. Anthony Collins Solicitors will be advising GEL.	CLOSED
Actions arising from 25th February 2021					
1.1	To send a letter of condolence on behalf of the Board and Company following the death of David Osei.	KOL	Mar 21	Letter sent.	CLOSED
3.1	Minutes of the last meeting: 17/12/2020 – To reflect the requested amendment to the minutes.	BHC	Apr 21	Amendment reflected; minutes signed off.	CLOSED
4.4	Matter arising – To provide high-level information on the results of the initial staff engagement survey.	WG	Apr 21	Included on agenda of 15/04	CLOSED
6.10	Workforce Profile – equalities and monitoring report – To present workforce information by grade for the next review.	WG	Sept 21	Update to be provided at September meeting.	OPEN
6.11	Workforce Profile – equalities and monitoring report – To consider offering driver training to work up to an HGV license.	WG	Sept 21	Update to be provided at September meeting.	OPEN

(KO) Kevin O’Leary

(MB) Mike Boulton

(AR) Alison Reynolds

(KR) Kieran Reid

(HH) Helen Harris

(KP) Katarina Pohancenikova

(BHC) Jo Steel / Lizzie Purewal

(WG) Bill Gilmour

Adoption Leave & Pay – Guidelines & Procedure

Introduction

This procedure is part of Greener Ealing Limited's (GEL) Family Friendly Policy and details the process to be followed to ensure that employees receive the benefits to which they are entitled, both statutorily and contractually during adoption and adoption leave. It also provides information to help employees and their managers understand what benefits are available and how to access them.

Scope

The leave and pay outlined in this document apply to all GEL employees except those covered by:

- an alternative agreement with a recognised trade union
- other arrangements as a consequence of joining the Company under the provisions of the Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

This procedure does not form part of any employee's contract of employment: it may be amended at any time and the company may depart from it depending on the circumstances of any case.

This document does not cover the statutory provisions relating to overseas adoptions. If an employee wishes to apply for adoption leave and pay for an overseas adoption they must contact the HR department for guidance.

Information for managers and employees

It will benefit both the employee and manager to talk about adoption from an early stage, so the manager can support the employee during the adoption process, and both can prepare for the employee's absence on adoption leave.

Managers should always contact the HR department as soon as they are notified of their employee's intention to adopt. Managing adoption requirements can be complex. The HR department will support the manager on how to manage each stage of the adoption, leave and return to work process.

Adoption Leave & Pay – Guidelines & Procedure

Eligibility

Employees will qualify for adoption leave if they:

- are newly matched with a child (for adoption by an approved adoption agency)
- are the only partner taking adoption leave (the other member of the couple will be eligible for paternity leave and Shared Parental Leave (SPL) providing they meet the relevant criteria).

An employee will not be eligible to get adoption leave or pay if they are becoming a special guardian, adopting a stepchild or having a child through a private adoption agreement.

Adoption leave will be available to the following:

- Those in an approved adopter or a fostering-for-adoption arrangement.
- An employee who is the intended parent in a surrogacy arrangement, where one or both of the intended parents is genetically related to the child.

The employee must provide documentary evidence from the adoption agency. This will usually be a 'matching certificate'.

Time-off prior to the Adoption

Primary adopters are entitled to attend 5 paid pre-placement appointments. The spouse or partner of the primary adopter is entitled to attend 2 unpaid appointments.

Length of Adoption Leave

Adoption leave essentially mirrors maternity leave in that it is split into two kinds of leave:

- 26 weeks' ordinary adoption leave, immediately followed by
- 26 weeks' additional adoption leave, giving a total of up to 52 weeks

Adoption Pay

The adoption leave entitlements are essentially the same as for maternity leave in respect of statutory and contractual payments.

The actual amount of pay an employee will receive whilst on adoption leave will depend on a number of factors.

Some employees may be covered by an Adoption Policy preserved from TUPE arrangements, for example, in which case they should refer to the terms of their contract for the adoption pay provision that will apply.

Adoption Leave & Pay – Guidelines & Procedure

To be eligible for 39 weeks Statutory Adoption Pay (SAP), an employee must have:

- 26 weeks' continuous employment with GEL by the week they were matched with a child
- Average weekly earnings that are equal to or greater than the Lower Earnings Limit for National Insurance Contributions (check www.hmrc.gov.uk for current limit)
- Notified GEL that they want to take Statutory Adoption Leave within 7 days of being told that they have been matched with a child for adoption. If it is not possible to tell GEL within 7 days, the employee must provide notification as soon as possible. At the same time the employee must tell GEL:
 - when they expect the child to be placed with them
 - when they want the Statutory Adoption Leave to start

If an employee is employed on standard GEL terms and conditions and is eligible for SAP to be paid by GEL, they will be eligible to receive enhanced payments for the first 24 weeks of adoption leave to provide the following:

- For the first six weeks of absence – 9/10ths of a week's salary, offset against payments made by way of SAP.
- For the next eighteen weeks of absence – half pay plus SAP. The combined half pay and SAP must not exceed full pay.
- For the next fifteen weeks – fifteen weeks SAP.

If an employee is eligible for SAP but not for GEL enhanced payments (e.g. they are on terms and conditions protected by TUPE), they will be paid the better of either their contractual adoption benefit or SAP.

The enhanced payment is subject to the employee returning to work for at least 6 calendar months after the period of adoption leave. Any time off, on annual leave or on a career break for example, does not count towards the 6 months. If the employee does not return for 6 months, arrangements will be made to recover 4 weeks' full pay and 2 weeks 50% pay of the enhanced element of the pay.

Both statutory and non-statutory adoption payments are subject to the deduction of tax and National Insurance contributions through PAYE.

Starting Adoption Leave and Pay

The earliest date on which adoption leave can begin is 14 days before the expected date of placement. The latest date on which adoption leave can begin is the date on which the child is placed for adoption.

Adoption Leave & Pay – Guidelines & Procedure

Notifying Adoption

Employees will need to notify their manager no more than 7 days after the date on which they have been notified of having been matched with a child for the purpose of adoption (or as soon as reasonably practicable). Employees will need to tell their manager the date from which the child is expected to be placed and when they wish to start their adoption leave.

Written evidence of the adoption will need to be given to the manager in the form of a “matching certificate”, provided by the adoption agency.

Employees can change the start date of their adoption leave provided they give their manager at least 28 days’ notice.

Keeping in touch

Before going on adoption leave, the employee should discuss and agree with their manager, any voluntary arrangements they wish to make for keeping in contact with work during the adoption leave period.

Entitlements and arrangements regarding the points below are as per maternity leave & pay/shared parental leave & pay guidelines and can be found in Maternity Leave & Pay - Guidelines & Procedures:

- Impact of adoption leave on annual leave
- Pensions and other benefits
- Returning to work
- Transfer of adoption leave
- Taking parental leave after adoption leave
- Employees who do not wish to return to work after adoption leave

What happens if the adoption does not work out?

If an employee has commenced adoption leave, and then the expected placement does not occur, the adoption leave period will end 8 weeks after the start of the Ordinary Adoption Leave period.

If an employee is on Adoption Leave and the newly adopted child dies or is returned to the adoption agency, the Adoption Leave period will end 8 weeks from the end of the week in which the death occurred or the child returned to the agency.

Flexible Working

Employees have a right to request flexible working, and flexible working requests will be considered in a sympathetic and supportive way. Managers should try and accommodate

Adoption Leave & Pay – Guidelines & Procedure

all requests taking into account the role undertaken and the operational requirements of the business. However, neither the legislation nor GEL's Flexible Working Policy give individuals the right for their flexible working request to be approved and there may be legitimate business reasons when a request cannot be accommodated.

For more information please refer to the Flexible Working Policy.

Revision Status

Revision	Date	Amendment	Content Owner	Mandated By
First Issue	18 Feb 2021		Bill Gilmour	Kevin O'Leary

Introduction

The aim of this policy is to ensure employees of Greener Ealing Limited take regular breaks from work in the form of paid annual leave (holidays) to help manage a good work life balance.

Principles

Employees are expected to take their full leave entitlement each year and all requests will be authorised by their line manager fairly, promptly and consistently. subject to operational needs and reasonable notice.

Leave entitlement

The leave year runs from 1st March to 28th / 29th February each year. Standard entitlement for GEL employees is 24 days' annual leave plus bank holidays. Employees who are part time will have their annual leave entitlement calculated on a pro-rata basis.

Employees joining the company part way through the calendar year will have the leave entitlement for that year adjusted.

TUPE transferred employees will retain their contractual leave entitlements.

Annual Leave Process

GEL's standard annual leave process is as follows:

- Annual leave is requested on-line through iTrent self-service and needs to be authorised on-line by line managers.
- Employees must not book any holidays until leave has been approved on the booking system. Annual leave balances can be viewed, using on-line self-service.
- Other than in exceptional circumstances and with the prior approval of the line manager, employees can only use a maximum of 2 weeks' continuous annual leave.

Carrying forward annual leave

All leave should be taken within the leave year, however, a maximum of 5 days (pro- rata for part-time employees) may be carried over to the next leave year.

In exceptional circumstances, such as maternity leave, or COVID -19, employees may be authorised to carry over additional annual leave. Any leave to be carried out must be with authorisation from the operations manager.

Leavers

Any employee who leaves GEL should use all of their annual leave entitlement before their last day of service.

Where the employee has taken more leave than they have accrued at the time of leaving, they will be required to repay the cash value of the excess leave taken. This will be deducted from

Annual leave policy

the final pay. Alternatively, employees will be paid for any outstanding leave not taken for business reasons.

Revision Status

Revision	Date	Amendment	Content Owner	Mandated By
First Issue	5th July 2020		Bill Gilmour	Kevin O'Leary

Attending medical appointments Policy

Principle

At Greener Ealing London (GEL) the health and well-being of the workforce is paramount.

Managers will consider any requests for time off during an employee's working hours fairly and consistently.

This policy provides guidance for staff and managers for approving and requesting time off for medical and dental appointments.

Time-off

Employees, where possible, must arrange routine medical appointments outside of working hours to ensure minimum disruption to the service. In circumstances where urgent medical treatment/appointment is required, managers may authorise reasonable time off during working hours.

Managers may consider annual leave, change of work pattern, TOIL, unpaid leave or for employees to make up any working time lost for attending appointments. However, where this is not possible for all situations such as service needs or shift hours, time off with pay may be granted.

Pay

Whilst there is no automatic entitlement to paid time off during working hours to attend medical and dental appointments, GEL recognises that there may be occasions when there is no other alternative.

Managers may approve reasonable time off with pay for medical treatment. Factors will need to be considered such as nature of illness/treatment, working hours, service requirements in these instances.

Reasonable time off with pay will be granted for:

- Employees attending cancer screening appointments
- Pregnant women attending pregnancy related appointments (antenatal care appointments)
- IVF or other fertility related appointments – line managers must be informed of time off at the earliest opportunity prior to treatment commencing, in order that sufficient cover can be arranged if necessary
- Employees attending appointments specifically related to a disability (as defined by the Equality Act 2010)

Attending medical appointments Policy

Where an employee is attending a whole day medical appointment for treatment, as opposed to consultation, this will be recorded as a sickness absence in the same way as the time spent by an employee during a stay in hospital. In these circumstances the GEL sickness notification process should be followed.

Time off for dependants' medical or dental appointments

Where the need to support a dependant is known in advance e.g. accompanying a child to a planned dental/hospital appointment; then time off can be requested to their line manager who will then discuss working arrangements options.

Revision Status

Revision	Date	Amendment	Content Owner	Mandated By
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Introduction

Greener Ealing Limited (GEL) recognises the importance of supporting our employees who are about to become parents or who already have parental responsibilities.

This policy covers the main provisions for new and existing parents:

- Maternity
- Paternity
- Adoption
- Parental Leave
- Shared parental leave

GEL complies with the legal requirements relating to each of the above areas and will not unfairly discriminate against employees on the grounds of pregnancy, childbirth, childcare, or for taking the relevant leave or otherwise.

Scope

This policy applies to all GEL employees except those covered by:

- an alternative agreement with a recognised trade union
- other arrangements as a consequence of joining the company under the provisions of the Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

Responsibilities

1. **GEL** - has the responsibility to ensure that the appropriate policies and procedures are in place to ensure employees with parental responsibilities are able to make best use of the statutory provisions.
2. **Managers** - have the responsibility to comply with the requirements of this policy and associated procedures and to ensure requests from employees are dealt with promptly and fairly.
3. **HR** - has the responsibility to monitor the implementation of this policy and to ensure procedures are managed fairly across the organisation. The HR team will provide guidance and support to managers on the operation of this policy.
4. **All employees** - have a responsibility to comply with the procedures for requesting leave and time off in relation to pregnancy and parental responsibilities.

Definitions

Statutory Maternity Leave (SML)

All employees are entitled to take up to 52 week's SML around the birth of their child. This is made up of 26 weeks of Ordinary Maternity Leave (OML) and 26 weeks of Additional Maternity Leave (AML).

Statutory Maternity Pay (SMP)

An employee who meets certain qualifying conditions will be entitled to receive SMP which is payable for the first 39 weeks of SML.

Contractual Maternity Pay (CMP)

An employee may be eligible to receive enhanced payments subject to the provisions of their employment contract.

Statutory Paternity Leave (SPL)

An employee who meets certain qualifying criteria will be entitled to take up to two weeks of SPL.

Statutory Paternity Pay (SPP)

An employee who meets certain eligibility criteria will be entitled to receive SPP.

Statutory Adoption Leave (SAL)

An employee who meets certain qualifying criteria will be entitled to take up to 52 weeks of SAL when they adopt a child. This is made up of 26 weeks of Ordinary Adoption Leave (OAL) and 26 weeks of Additional Adoption Leave (AAL).

Statutory Adoption Pay (SAP)

An employee who meets certain eligibility criteria will be entitled to receive SAP which is payable for the first 39 weeks of SAL.

Contractual Adoption Pay (CAP)

An employee may be eligible to receive enhanced payments subject to the provisions of their employment contract.

Parental Leave

An employee who meets the statutory qualification and notification requirements is entitled to up to 18 weeks' unpaid leave for each child under the age of 18.

Shared parental leave

Shared parental leave allows qualifying parents and adopters to share between them up to 50 weeks of leave before a child's first birthday. Parents can be off work at separate times or together and can each take up to three separate blocks (discontinuous leave).

Statutory shared parental pay (ShPP)

Shared parental leave is paid for up to 37 weeks at the flat rate of statutory maternity pay ('SMP'). This is currently capped at the lower of SMP or 90% of pay. Unlike SMP, where the mother is entitled to receive an enhanced rate of 90% of actual pay for the first six weeks, shared parental pay will all be paid at the flat rate.

Information on Statutory Provisions

For full guidance on statutory entitlements and eligibility criteria please refer to <http://www.direct.gov.uk/en/Parents/Moneyandworkentitlements/WorkAndFamilies/index.htm> and the relevant GEL Leave and Pay policies.

Revision Status

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Introduction

Greener Ealing Limited (GEL) recognises that properly managed flexibility of the workforce can result in benefits for both the organisation and the individual and therefore supports Flexible Working across the business.

The purpose of this flexible working policy is to help employees achieve a balance between personal and career commitments.

Eligibility

Employees have the right to apply for flexible working if they have worked for GEL continuously for a minimum of 26 weeks; and have not made another flexible working application during the previous 12 months.

Types of flexible working

GEL will consider all applicable requests for flexible working. The following are examples of the most common working patterns which may be requested:

Part-time working	Condensed hours	Home working
Job sharing	Staggered hours	Term-time working

Applying for flexible working

Eligible employees are required to follow the process below when making an application to their manager which must:

- be in writing
- be dated
- say that the application is being made under the statutory right to request a flexible working pattern
- give details about how they want to work flexibly and when they want this to start
- explain how they think flexible working might affect the business and how this could be managed (e.g. if they're not at work on certain days)
- say if, and when, they've made a previous application

An application form is available from the line-manager and HR department. Managers receiving a request must consider and respond to the request in a reasonable timescale and in line with this policy.

Consideration of requests

Requests for flexible working will be considered in a sympathetic and supportive way. The employee's request should be acknowledged by the manager by arranging a meeting within 28 days of receiving the application. The aim is to facilitate discussion and encourage both the

Flexible Working Policy

employee and their manager to consider flexible working patterns and, where possible, find a solution to suit the needs of both the individual and the Company.

Neither the legislation nor this policy gives individuals the right for their request to work flexibly to be approved and there may be legitimate business reasons when a request cannot be accommodated.

On receipt of a request, managers should contact the HR department who will provide support through the process.

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Introduction

Greener Ealing London aims to provide health and support to employees should they encounter a bereavement of a close relative or dependant; or be required to take care of a close relative or dependant should they fall seriously ill.

Dependency leave

From time to time, employees may require time off to for a dependant, such as:

- spouse, partner or civil partner
- child
- parent
- person who lives in their household (not tenants, lodgers or employees)
- person who would rely on them for help in the event of an accident, illness or injury, such as an elderly neighbour
- person who relies on them to make care arrangements

Other people may fall under this category if they depend on the employee to care for them.

This leave will be unpaid and employees may book annual leave or unpaid leave as required.

Bereavement leave

Employees who have suffered a family bereavement are entitled to take up to five days paid leave. Employees must notify their manager as soon as possible of their absence. Family bereavement includes partners (including same sex relationships), sons and daughters, mothers and fathers, parents-in-law, brothers and sisters and grandparents.

Employees who are responsible for making funeral arrangements for any member of their family not covered above are also entitled to up to five days paid leave.

Any further leave required by the employee to deal with matters arising from bereavement which affect his/her dependants will be granted as unpaid leave.

Parental Bereavement leave

If an employee's child ('dependant') under the age of 18 dies or is stillborn after 24 weeks of pregnancy, they have the right to 2 weeks' leave (this comprises of 5 additional paid working days leave plus bereavement entitlement of 5 paid working days leave).

The employee maybe one of the following:

- biological parent
- adoptive parent
- parent of a child (or if you had parental responsibility) the person who lived with the child and had responsibility for them
- 'intended parent' – due to become the legal parent through surrogacy
- partner of the child's parent

Employees have this right from the first day they start their job.

Statutory Parental Bereavement Leave entitlement of 2 weeks can be taken in the 56 weeks following their child's death.

If more than 1 child dies, the employee is entitled to 2 weeks' Statutory Parental Bereavement Leave for each child.

If an employee or their partner has a stillbirth or miscarriage

If a child is stillborn after 24 weeks of pregnancy:

- the birth parent can get up to 52 weeks of statutory maternity leave or pay
- the father or partner can get up to 2 weeks' paid paternity leave

In addition, they will both be entitled to 2 weeks' paid parental bereavement leave after they finish their maternity or paternity leave.

Taking Statutory Parental Bereavement Leave

An employee can choose to take either 1- or 2-weeks' leave.

If an employee takes 2 weeks, this can be taken in one go, or as 2 separate weeks. For example, they could take 1 week immediately after the death, and take the other at a different time.

The leave must end within 56 weeks of the child's death. The date of the child's death is the first day of the 56 weeks.

Giving notice to take leave

An employee must give 'notice' to use Statutory Parental Bereavement Leave, by telling their manager:

- when they want the leave to start
- whether they want to take 1 or 2 weeks' leave
- the date their child died

This notice does not have to be in writing

If it's within 8 weeks (56 days) of their child dying, an employee can start their leave as soon as they give notice.

They must tell their manager before they start their leave. This can be on the first day of leave - ideally before they're due to start work

They can also cancel the leave, as long as they tell their manager before their leave starts. This can be on the day their leave is due to start - ideally before they're usually due to start work. Any cancelled leave can be taken later by giving notice again.

If leave will be taken more than 8 weeks (56 days) since their child died, the employee must give their manager 1 weeks' notice:

- to take the leave
- if they want to cancel the leave

Any cancelled leave can be taken later by giving notice again

Support and Guidance

Further information on support available can be obtained from the HR department or via the Employee Assistance Programme.

Revision Status

Revision	Date	Amendment	Content Owner	Mandated By
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Summary

This document details the procedures to be followed to ensure that employees receive the benefits to which they are entitled, both statutorily and contractually during pregnancy and maternity leave. It also provides information to help employees and their managers to understand what benefits are available and how to access them. This procedure is part of Greener Ealing Limited's (GEL) Family Friendly Policy.

Scope

The leave and payments outlined in this document apply to all GEL employees except those covered by:

- an alternative agreement with a recognised trade union
- other arrangements as a consequence of joining the Company under the provisions of the Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

This procedure does not form part of any employee's contract of employment. It may be amended at any time and the company may depart from it depending on the circumstances of any case.

Information for managers and employees

It will benefit both the employee and manager to discuss an employee's pregnancy from an early stage so the manager can support the employee during the pregnancy, and both can prepare for the employee's maternity leave. This document also outlines the steps that the pregnant employee should take which will help their manager support them during pregnancy and return to work.

Managers should always contact the HR department as soon as they are notified of their employee's pregnancy. Managing maternity requirements can be complex. The HR department will support the manager and provide guidance on how to manage each stage of the pregnancy, maternity leave and return to work process.

Notifying of Pregnancy

It is the employees' choice as to when to tell their manager they are pregnant, but GEL encourages employees to do this at an early stage.

The laws which protect employees at work only apply once the employer knows a person is pregnant and GEL will need to ensure that appropriate steps are taken to protect the health and safety of the employee and their baby whilst they are pregnant.

The latest an employee can inform their manager they are pregnant and wish to claim their

maternity entitlements is by the 15th week before the week in which the baby is due, known as the Expected Week of Childbirth (EWC); this would be when a person is around 25 weeks pregnant.

Health and Safety

Once it is known that an employee is pregnant there will be a need to assess the work environment to ensure compliance with legislation which is specific to new and expectant mothers.

A risk assessment will be required in order to remove risks or make alternative arrangements to protect the safety of the employee and their baby in the workplace. For some employees, this may result in transferring them to other duties for the duration of the pregnancy. HSEQ can provide advice on risk assessments.

The employee and manager should be satisfied that the duties of the role will not be harmful to the employee or her baby. If the employee's GP has imposed any medical restrictions, which could affect the way they carry out their job, the employee is required to inform their manager of these.

Time off to attend ante-natal appointments

All pregnant employees are entitled to reasonable paid time off to attend ante-natal appointments and classes which are advised by their midwife or medical practitioner.

The employee must show on request from the second appointment onwards:

- a certificate confirming that she is pregnant provided by a registered medical practitioner, a registered midwife or a registered health visitor; and
- an appointment card or some other document showing that an appointment has been made.

The Children & Families Act 2014 extends the right to take unpaid time off to attend ante-natal appointments to fathers, spouses and partners.

The employee requesting time off to accompany an expectant mother to an antenatal appointment should confirm the following information as part of the request:

- that they have a qualifying relationship with the expectant mother (that they are the father of the child or the woman's spouse or partner);
- that the reason for requesting time off is to attend an ante-natal appointment;
- that the appointment has been made on the advice of a medical practitioner, registered midwife or registered nurse; and the date and time of the appointment

Maternity Leave & Pay – Guidelines & Procedures

Length of maternity leave

All pregnant employees have a statutory entitlement to 52 weeks Maternity Leave, regardless of length of service. Statutory Maternity Leave is made up of 26 weeks Ordinary Maternity Leave and 26 weeks Additional Maternity Leave.

Maternity pay

The actual amount of pay an employee will receive whilst on maternity leave will depend on a number of factors.

Some employees may be covered by a Maternity Policy preserved from TUPE arrangements, for example, in which case they should refer to the terms of their contract for the maternity pay provision that will apply.

To be eligible for 39 weeks Statutory Maternity Pay (SMP), an employee must have:

- 26 weeks' continuous employment with GEL by the beginning of the 15th week before the expected date of childbirth.
- Provided 28 days' notice of the date she wishes to start her maternity leave, accompanied by appropriate evidence of her pregnancy.
- Average weekly earnings that are equal to, or greater than, the Lower Earnings Limit for National Insurance Contributions (check www.hmrc.gov.uk for current limit).

Note: The average weekly earnings calculation period is the eight weeks ending with the last pay slip received before the end of the qualifying week - which is the 15th week before the expected date of childbirth. Average weekly earnings are used when calculating any full pay entitlement.

If an employee is employed on standard GEL terms and conditions and is eligible for SMP to be paid by GEL, they will be eligible to receive enhanced payments for the first 24 weeks of maternity leave to provide the following:

- For the first six weeks of absence – 9/10ths of a week's salary, offset against payments made by way of SMP (or MA and any dependent's allowances)
- For the next eighteen weeks of absence – half pay plus SMP. The combined half pay and SMP (or MA and any dependent's allowances) must not exceed full pay.
- For the next fifteen weeks – fifteen weeks SMP.

For the purposes of GEL's enhanced payments, average weekly earnings are calculated on all earnings incurring National Insurance contributions including overtime payments, shift allowances, bonuses and all other similar payments and is based upon the 8 weeks' pay up to the Qualifying Week which is the 15th week before the expected week of childbirth (EWC).

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The enhanced payment is subject to the employee returning to work for at least 6 calendar months after the period of maternity leave. Any time off, on annual leave or on a career break for example, does not count towards the 6 months. If the employee does not return for 6 months, arrangements will be made to recover 4 weeks' full pay and 2 weeks at 50% of the enhanced element of the pay.

Any changes to the employee's salary as a result of changes to their flexible benefits will also be reflected in their enhanced payments, even if such changes are made after the Qualifying Week.

Non-statutory minimum maternity payments to which the employee may be entitled under her contract of employment are subject to salary reviews and service-related increments if applicable.

If an employee is eligible for SMP but not GEL enhanced payments (e.g. they are on terms and conditions protected by TUPE), they will be paid the better of either their contractual maternity benefit or SMP.

Both statutory and non-statutory maternity payments are subject to the deduction of tax and National Insurance contributions through PAYE.

If an employee does not have sufficient service to qualify for SMP, they may be eligible for Maternity Allowance (MA), which can be claimed from the Department for Work and Pensions (DWP). The HR department will arrange for the appropriate claim form to be provided on receipt of the application for maternity leave.

Starting maternity leave and pay

An employee can choose when maternity leave will begin but it can't be any earlier than the beginning of the 11th week before the date the baby is due.

If an employee continues to work beyond the 11th week but is then absent from work because of pregnancy related illness in the 4 weeks before the baby is due, GEL reserves the right to start maternity leave and pay on the day after the employee last worked. If the illness is certified as unrelated to pregnancy, the absence will be treated under the normal sickness absence arrangements.

Applications for maternity leave and pay

To qualify for maternity leave and pay, an employee will need to submit the following by the beginning of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter):

- Notice in writing to their manager of the date they intend to start maternity leave

Maternity Leave & Pay – Guidelines & Procedures

- A medical certificate (MATB1) with the expected date of childbirth (this is issued by a doctor or midwife, usually given around the 20th week of pregnancy).

To change the maternity leave start, date an employee must give their manager 28 days' notice of the change.

What if the baby is born early?

If the baby is born earlier than the date on which maternity leave was due to begin then maternity leave will be brought forward to start on the day after the birth. The employee must contact their manager as soon as reasonably practical to inform them of the earlier than expected birth.

Keeping in touch

Before going on maternity leave, the employee should discuss and agree with their manager, any voluntary arrangements they wish to make for keeping in contact with work during the maternity leave period.

Employees are encouraged to make use of voluntary arrangements to maintain contact during the maternity leave period as they may find it helpful to keep informed of developments at work. It will also help to facilitate their return to work and keep the manager informed of any developments that may affect the intended date of return.

GEL also offers 'Keeping in Touch Days' for employees to do up to 10 days' work during the maternity leave period in order to maintain their knowledge and skills.

'Keeping in Touch Days' may be undertaken at any stage during the maternity leave period, except during the first 2 weeks after the baby is born.

Any work done on any day during the maternity leave period will count as a whole 'Keeping in Touch Day', up to the 10-day maximum.

The days and type of work that an employee undertakes on 'Keeping in Touch Days' is a matter for agreement between them and their manager. The days may be used for any activity which would ordinarily be classed as work under the employee's contract, for which she would be paid, or could be used to attend a conference, undertake a training activity or attend a team meeting.

The employee's remuneration will be based on basic salary only and the minimum time paid for a 'Keeping in Touch Day' will be four hours.

If the employee is receiving SMP, GEL will continue to pay her SMP for the week in which any 'Keeping in Touch' work is done by the employee.

It is the manager's responsibility to inform the HR department immediately after an employee on maternity leave has taken a 'Keeping in Touch Day' so that payments can be made in the appropriate payroll following the day worked.

Impact of maternity leave on annual leave

Employees accrue holiday entitlement in full during paid and unpaid maternity leave. They will also be entitled to time off in lieu of any bank holiday entitlement.

As it is not possible for an employee to take annual leave at the same time as maternity leave it is expected that leave accrued before and during maternity will normally be treated as follows:

- Leave accrued prior to the start of maternity leave should be taken before the maternity leave period commences.
- Leave accrued during the maternity period may be taken in part or in full at the end of the maternity period before the employee returns to work (and carried over to the following holiday year if necessary by agreement with her manager), with the balance taken during the remainder of the holiday year in which she returns.
- If the employee is not returning to work, it may be possible to pay for any outstanding annual leave.

Normal arrangements for applying for annual leave will continue to apply.

Pensions

During any period of maternity leave, GEL will:

- Continue to deduct the same percentage of contribution from the employee's maternity pay whilst the employee is on paid maternity leave and/or paid additional maternity leave. Employee pay contributions will be based on actual pay received. Employer contributions continue at the rate prior to the maternity leave;
- Not make any contributions during unpaid maternity leave although the employee on return to work can choose to make up the contributions. If the employee does choose to make them up, GEL will also make up its contributions.
- In the case of Additional Voluntary Contributions (AVCs) employees can choose whether to suspend, reduce, increase or continue AVC payments during their maternity leave.

Benefits

Examples of benefits that will continue to apply during Maternity Leave may include:

Company Car / Car Allowance

The employee will retain this benefit throughout the Maternity Leave Period.

Bonuses

Employees on maternity leave who are eligible for a bonus under a Bonus Scheme or other exceptional payments will continue to be considered for a payment.

Long Service Awards

Employees will be entitled to their full award on their anniversary date where this occurs during the maternity leave period.

Reimbursement of Professional Subscriptions

Reimbursement of a professional subscription will continue where these are usually paid for by GEL.

What happens in the event something goes wrong? Miscarriage and still-birth

In the unfortunate event that something goes wrong with a pregnancy such as miscarriage, before the 25th week of pregnancy, normal sick absence provisions will apply as necessary.

In the unfortunate event that a baby does not survive after being born, the right to 52 weeks of maternity leave and maternity pay (if the employee is eligible) still applies. In any event, managers should take care to handle the situation as sensitively as possible. The manager should advise the HR department who will write to the employee and explain entitlements. The employee can also access the confidential Employee Assistance Programme (EAP) at any time on 0800 028 0199.

Redundancy during Maternity Leave

If a redundancy situation arises at any stage during an employee's maternity leave which means it is not practicable for GEL to continue to employ her under her original contract of employment, she is entitled to be offered (before that contract ends) a suitable alternative vacancy, where one is available.

This includes a vacancy with an associated employer or with a successor to the original employer.

The new contract must take effect immediately on the ending of the original and must be such that terms and conditions of her employment are not substantially less favourable to her than if she had continued to be employed under the original contract.

If the employee accepts the offer of suitable alternative vacancy, she is entitled to a 4-week trial period in which to decide whether the employment is suitable (and this period may be extended beyond 4 weeks by written agreement). If the employee unreasonably refuses such an offer, either before or during the trial period, she may forfeit her right to a redundancy payment.

If an employee on maternity leave is made redundant, her maternity leave period comes to an end. She is entitled to receive from GEL a written statement of the reasons for her dismissal, regardless of whether or not she has requested one, and regardless of her length of service. The employee may also be entitled to a redundancy payment. The employee will also be

entitled to Statutory Maternity Pay of up to 39 weeks once she has qualified for it.

Returning to work

The Maternity (Compulsory Leave) Regulations 1994 prohibit the return to work of an employee within 2 weeks from the date of childbirth.

Unless they have notified their manager otherwise, the date on which an employee is expected to return to work will be the first working day 52 weeks after their maternity leave began.

If an employee intends to return to work earlier, they will need to inform their manager by giving at least 8 weeks' notice in writing. Otherwise GEL may postpone their return until the 8 weeks have elapsed or the end of the 52-week maternity leave period has expired (whichever is sooner).

If an employee wishes to change a previously notified return to work date, they must notify their manager, in writing, the earlier of:

- 8 weeks before for the original planned return date.
- 8 weeks before the new return date.

Maternity leave - Shared Parental Leave

An employee can propose to return to work early without using her full 52-week entitlement to maternity leave by giving proper notification of an early return in accordance with the shared parental leave policy rules set out below. An employee can share up to 50 weeks' shared parental leave between the parents. The amount of shared parental leave that the parents can take between them is 52 weeks, minus the amount of maternity leave taken by the mother.

To be entitled to take shared parental leave and pay, employees will need to meet minimum eligibility requirements, including a duration of employment test for both leave and pay and a minimum earnings requirement for shared parental pay (as per maternity leave).

Shared Parental Pay

To be eligible for 39 weeks Shared Parental Pay (ShPP), an employee must have:

- 26 weeks' continuous employment with GEL by the beginning of the 15th week before the expected date of childbirth.
- Average weekly earnings that are equal to, or greater than, the Lower Earnings Limit for National Insurance Contributions (check www.hmrc.gov.uk for current limit).
- Provided 8 weeks' notice of the dates that Shared Parental pay applies, accompanied by appropriate evidence of pregnancy/birth.

If an employee intends to return to work earlier than planned, they will need to inform their

Maternity Leave & Pay – Guidelines & Procedures

manager by giving at least 8 weeks' notice in writing as per maternity pay guidelines, otherwise GEL may postpone their return until the 8 weeks have elapsed, or the end of the 52-week maternity leave period has expired (whichever is sooner). Leave arrangements that have been notified can only be changed by means of a notice to vary the agreed leave. An employee can give notice to end a period of leave earlier than previously notified, by providing 8 weeks' notice of the change and by submitting a variation notice. The employee may submit a maximum of three variation notices.

Shared parental leave is paid up to 37 weeks at flat rate statutory maternity pay (SMP) (check www.hmrc.gov.uk for current rates). Unlike SMP, where the mother is entitled to receive an enhanced rate of 90% actual pay for the first six weeks, shared parental pay will all be paid at the flat rate.

Taking parental leave after maternity leave

Eligible employees can take up to 18 weeks' parental leave in relation to a child before his or her 18th birthday.

Parental leave is unpaid. Entitlement to parental leave will not be affected by whether or not employees decide to take shared parental leave.

Parental leave of up to 4 weeks can be taken at the end maternity leave without affecting the right to return to work.

If an employee takes more than 4 weeks they will be able to return to the same job unless this is not reasonably practicable, in which case they must be offered alternative work that is suitable to them and with terms and conditions as if they hadn't been absent.

To qualify for parental leave, the employee must have completed one years' continuous employment with GEL. Further details can be found in Parental Leave – Guidelines & Procedures.

Flexible Working

Employees have a right to request flexible working, and flexible working requests will be considered in a sympathetic and supportive way. Managers should try and accommodate all requests taking into account the role undertaken and the operational requirements of the business. However, neither the legislation nor GEL's Flexible Working Policy give individuals the right for their flexible working request to be approved and there may be legitimate business reasons when a request cannot be accommodated.

For more information please refer to the Flexible Working Policy.

Maternity Leave & Pay – Guidelines & Procedures

Employees who do not wish to return to work after maternity leave

An employee who does not wish to return to work after her maternity leave must give her manager notice of her resignation as early as possible, but no later than that required by her contract of employment. As long as she specifies the date on which she wishes to terminate the contract (this could be the first day she was due back at work after maternity leave) this will not, of itself, mean that she is no longer entitled to statutory maternity leave or pay for the rest of the maternity leave period.

If an employee does not return to work arrangements will be made to recover 4 weeks full pay and 2 weeks half pay of the enhanced payments which she has received. Unused accrued holiday entitlement will be paid in the employee’s final pay. Similarly, if the employee has taken more holiday than the amount accrued at the date of leaving, GEL reserves the right to make a deduction from final salary.

Managers should contact the HR department for guidance on employee maternity leave.

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Parental Leave & Pay – Guidelines and Procedures

Summary

This document details the procedures to be followed to ensure that employees receive the benefits to which they are entitled, both statutorily and contractually. The subsequent procedures are part of Greener Ealing Limited's (GEL) Family Friendly Policy.

Scope

The benefits outlined in this document apply to all GEL employees except those covered by:

- An alternative agreement with a recognised trade union; or
- other arrangements as a consequence of joining the Company under the provisions of the Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

This procedure does not form part of any employee's contract of employment. It may be amended at any time and the company may depart from it depending on the circumstances of any case.

Entitlement to parental leave will not be affected by whether or not employees decide to take shared parental leave.

Information for managers and employees

It will help both the employee and manager to discuss plans for parental leave from an early stage, as this will help everyone prepare for the employees' absence.

The purpose of parental leave is to assist an employee in the care of their child. Examples of the way parental leave might be used include:

- straight after maternity, paternity or adoption leave
- spending more time with a child in their early years
- time with a child during a stay in hospital
- looking at new schools
- settling a child into new childcare arrangements
- Allowing the employees family to spend more time together, for example, taking a child on an extended trip to visit relatives.

Parental leave can be taken immediately after maternity, paternity or adoption leave providing the employee gives the correct notice.

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Eligibility

Employees will qualify for parental leave if they:

- have a child aged under 18 and have at least one year's continuous service with GEL
- are the parent named on the child's birth or adoption certificate
- have legal parental responsibility for a child under 18

If the employee is separated and does not live with their children, they have the right to apply for parental leave if they keep formal parental responsibility for the children.

Managers can ask for evidence that an employee is entitled to parental leave. This could be:

- the child's birth certificate
- papers confirming the child's adoption or the date of placement in adoption cases
- the award of disability living allowance for the child

Length of Parental Leave

Leave must be taken in blocks of full weeks. A week is based on the employees' usual working pattern. So, if they only work Mondays and Tuesdays, a week would be two days or if they work Monday to Friday, a week would be five days.

If their child has a disability, an employee can take time off in blocks of less than a week, so they could use parental leave for regular hospital visits.

Each parent cannot take more than four weeks' leave for any one child in a year.

For these purposes, a year starts when an employee becomes eligible for parental leave. This is either when they have worked for GEL continuously for one year or when their child is born, if this date is later.

An employee can apply to take a total of up to 18 weeks' parental leave for each child up to their fifth birthday.

If the child is adopted, the leave can be taken until the fifth anniversary of their placement with the employee or until their 18th birthday, whichever comes first.

If the child is disabled (that is, receiving disability living allowance) the leave can be taken until their 18th birthday.

Parental leave is an individual right and cannot be transferred between parents. For example, one parent cannot decide to take only ten weeks and the other parent take 26 weeks (18 weeks parental leave per parent).

Pay and benefits during parental leave

Whilst on parental leave employees will receive no pay, and no employer's contribution to their

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National Insurance and Pension Scheme (if a member).

All benefits such as pension, company car/car allowance and contractual leave entitlement etc. are suspended for the period of parental leave; however, statutory annual leave will continue to accrue during any period of parental leave.

Notifying

An employee must give 21 days' notice in writing to their manager of when they want to begin their parental leave.

To take parental leave straight after the birth or adoption of a child, the employee should give notice 21 days before the beginning of the expected week of childbirth or placement. In cases where this may not be possible the employee should give notice to their manager as soon as possible. For example, if the child is born prematurely or where less than 21 days' notice is given that a child is to be placed with the employee for adoption.

If the employee has given the correct notice, their parental leave can start on the day their child is born or placed, even if that is earlier or later than the date given.

Postponing leave

A manager can postpone the leave for up to six months after the beginning of the leave period the employee originally requested. However, the leave cannot be postponed so that it ends after a child's fifth birthday (or 18th birthday in the case of adopted and disabled children).

A manager can only postpone leave if it would cause significant disruption to the business, e.g. if leave was requested:

- over a period of peak seasonal production
- at the same time as, other employees have requested leave
- and the employee's absence would unduly harm the business

Parental leave cannot be postponed where the employee wants to take it immediately after their child is born or placed with them for adoption. If a manager needs to postpone the employee's parental leave, they must consult the employee about a new date.

To do this, the manager must write to the employee within seven days of receiving the employee's notification explaining why the leave needs to be postponed and confirming the new start and end date.

Returning to work

If an employee is returning from parental leave of 4 weeks or less, they are entitled to return to the same job on terms and conditions (for example the salary, hours of their job) as if they had not

been away, unless a redundancy situation has arisen, in which case they are entitled to be offered a suitable alternative vacancy if available.

If an employee takes more than 4 weeks' parental leave, they are entitled to return to the same job on the same terms and conditions, but only if reasonably practicable. If not, they are entitled to return to a similar job on terms and conditions at least as good as their previous job.

Revision Status

Revision	Date	Amendment	Content Owner	Mandated By
First Issue	March 2021		Bill Gilmour	Kevin O'Leary

Paternity Leave & Pay – Guidelines and Procedures

Introduction

This procedure is part of Greener Ealing Limited's (GEL) Family Friendly Policy and details the process to be followed to ensure that employees receive the benefits to which they are entitled, both statutorily and contractually in respect of Paternity Leave and Paternity Pay. It also provides information to help employees and their managers understand what benefits are available and how to access them. This procedure does not form any part the employee's contract of employment. It may be amended at any time and the company may depart from it depending on the circumstances of any case. Th

Definition

Paternity Leave is provided to an employee who is the husband or partner of either a new mother or a main adoptive parent, providing they meet certain qualifying conditions and follow the appropriate application process.

Information for managers and employees

It is recommended that Managers contact the HR department who can provide guidance as to how to manage paternity procedures.

Qualifying for paternity leave

To qualify for Paternity Leave an employee must:

- Have been employed by GEL for at least 26 weeks by the end of the 15th week before the week when the baby is due; or by the end of the week in which they are notified of being matched with an adopted child.
- Be the biological father of the child and/or the mother's husband or partner (including same- sex relationships); or they are either one of 2 parents jointly adopting or the partner of someone adopting individually.
- Be fully involved in the child's upbringing and are taking the time off to support the mother or care for the baby.
- Not be taking adoption leave or pay.
- Have applied to take Paternity Leave as set out later in this document.

Length of Paternity Leave

Paternity Leave can be taken as either 1 or 2 weeks. Employees cannot take odd days off and, if opting for 2 weeks, they must be taken together. The leave can start on any day of the week. In the case of multiple births, employees are only allowed one period of paternity leave i.e. the leave period is the same regardless of the number of children born or adopted at the same time.

Paternal Leave & Pay – Guidelines and Procedures

Paternal Pay

Some employees may be covered by a Paternal Policy preserved from TUPE arrangements, or under a collective agreement, in which case they should refer to the terms of their contract for the Paternal Pay provision that will apply.

If an employee meets the qualifying conditions for paternal leave and is employed on GEL's terms and conditions, they will be entitled to up to 1 week's full pay and 1 week's Statutory Paternal Pay or 90% of average weekly earnings, if this is less, provided they:

- Have average weekly earnings at or above the lower earnings limit for National Insurance contributions.
- Have submitted the appropriate HMRC form at least 28 days before they wish their Paternal Leave to begin (or as soon as reasonably practical):

Timing of Paternal Leave - Births

Paternal leave must be taken within a 56-day period which starts either on the date of birth, or at the beginning of the expected week of childbirth, whichever is the later. Therefore, an employee can start their paternal leave:

- On the actual date of the baby's birth (whether earlier or later than expected)
- On a date falling a specified number of days after the actual birth date (whether earlier or later than expected)
- On a date after the first day of the week in which the baby is expected to be born. If the baby is born later than this date, they must delay their leave until the date of the actual birth.

Where shared parental leave in relation to a child has already been taken, the employee may not then take paternal leave in relation to the same child.

Applying for Paternal Leave and Pay – Births

An employee must submit an application for paternal leave to their manager no later than 15 weeks before the expected week of childbirth providing the following details:

- The expected date of the baby's birth
- Whether they are applying for 1- or 2-weeks' leave
- When they wish their Paternal Leave to start

To apply for Statutory Paternal Pay (SPP), an employee must complete [HMRC SC3 form](#) and send it to their manager no later than 28 days prior to the date they wish SPP to start.

An employee can change the date that the leave and pay start, as long as they give 28 days' notice and complete a new [HMRC SC3 form](#).

Paternity Leave & Pay – Guidelines and Procedures

Time off for antenatal appointments

The Children & Families Act 2014 extends the right to take unpaid time off to attend antenatal appointments to fathers, spouses and partners. The employee requesting time off to accompany an expectant mother to an antenatal appointment should confirm the following information as part of the request:

- that they have a qualifying relationship with the expectant mother (that they are the father of the child or the woman's spouse or partner);
- that the reason for requesting time off is to attend an antenatal appointment;
- that the appointment has been made on the advice of a medical practitioner, registered midwife or registered nurse; and
- the date and time of the appointment.

What happens in the event something goes wrong?

In the unfortunate event that something goes wrong with a pregnancy such as stillbirth or loss of baby after birth, provided an employee meets all the other conditions, they can still take paternity leave if the child is stillborn after 24 weeks of pregnancy or is born alive at any point of the pregnancy but then dies.

Timing of Paternity Leave – UK Adoptions

Paternity leave must be taken within a 56-day period which starts from the date of the child's placement with the adopter. Therefore, an employee can start their paternity leave:

- On the actual date the child is placed with the adopter, even if this is earlier or later than the expected date of placement. If the employee is at work on that date, their leave begins on the day after.
- On a date falling a specified number of days after the expected date of placement
- On a predetermined date after the expected date of placement

If the date of placement changes, the employee must discuss with their manager and give appropriate notice of the change.

Applying for Paternity Leave and Pay – UK Adoptions

An employee must apply to their manager for Paternity Leave no later than 7 days after the adopter is notified, they have been matched with a child, providing the following details:

- That they intend to take paternity leave.
- The date the adopter was notified that they had been matched with a child.
- The expected date of the placement as given on the matching certificate from the adoption agency.

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- Whether they are applying for 1- or 2-weeks' leave.
- When they wish their paternity leave to start.

If it is not reasonably practical for an employee to meet this deadline, they should provide the notification to their manager as soon as possible.

If the employee wishes to apply for statutory paternity pay at the same time they may do so by including a completed [HMRC SC4 form](#).

An employee can change the date that the leave and pay start, as long as they give 28 days' notice and complete a new [HMRC SC4 form](#).

Timing of Paternity Leave – overseas adoptions

Paternity leave must be taken within a 56-day period which starts from the date of the child's arrival in the UK. Therefore, an employee can start their paternity leave:

- On the actual date the child enters the UK.
- From a fixed date which is later than the date the child enters the UK.

Applying for Paternity Leave and pay – overseas adoptions

There are three stages in the notification process for overseas adoptions.

In the first stage, the employee must send their manager a completed [HMRC SC5 form](#) providing the following details:

- The date on which the other or main adopter received official notification that they are eligible to adopt and have been approved as a suitable adoptive parent.
- The date the child is expected to enter the UK.

The employee must provide this information within:

- 28 days of the adopter receiving official notification;
- Or, if later, 28 days of completing the necessary 26 weeks' qualifying service to be eligible for paternity leave.

In the second stage, the employee must send their manager an updated [HMRC SC5 form](#) giving at least 28 days' notice of the actual date they wish the paternity leave (and statutory paternity pay if they qualify) to begin. If they know the actual date the child will enter the UK they can give this notice at the first stage.

The third stage is after the child has entered the UK at which point the employee must confirm to their manager the actual date the child entered the UK, within 28 days of the child's date of entry. An employee can change the date that the leave and pay start, as long as they give 28 days'

Paternal Leave & Pay – Guidelines and Procedures

notice and complete a new [HMRC SC5 form](#).

Taking Parental Leave after Paternity Leave

If an employee requires more time off to look after the child, they may be able to take parental leave of up to 4 weeks without impacting on their right to return.

To qualify for parental leave, the employee must have completed one years' continuous employment with GEL. Full details can be found in Parental Leave – Guidelines & Procedures

Taking Shared parental leave after paternity leave

Entitlements and arrangements are as per maternity leave & pay/shared parental leave & pay guidelines

Managers should contact the HR department for guidance on employee paternity leave.

Flexible Working

Employees have a right to request flexible working, and flexible working requests will be considered in a sympathetic and supportive way. Managers should try and accommodate all requests taking into account the role undertaken and the operational requirements of the business.

However, neither the legislation nor GEL's Flexible Working Policy give individuals the right for their request to work flexibly to be approved and therefore there may be legitimate business reasons when a request cannot be accommodated.

For more information please refer to the Flexible Working Policy.

Revision Status

Revision	Date	Amendment	Content Owner	Mandated By
First Issue	Feb 21		Bill Gilmour	Kevin O'Leary



Shared Parental Leave & Pay – Guidelines & Procedures

Summary

This document details the procedures to be followed to ensure that employees receive the benefits to which they are entitled, both statutorily and contractually, for shared parental leave. It also provides information to help employees and their managers understand what benefits are available and how to access them. This procedure is part of Greener Ealing Limited's (GEL's) Family Friendly Policy.

Scope

The benefits outlined in this document apply to all GEL employees except those covered by:

- an alternative agreement with a recognised trade union
- other arrangements as a consequence of joining the Company under the provisions of the Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

This procedure does not form part of any employee's contract of employment. It may be amended at any time and the company may depart from it depending on the circumstances of any case.

Information for managers and employees

It will help both the employee and manager to discuss plans for shared parental leave from an early stage, as this will help everyone prepare for the employees' absence on shared parental leave.

Managers should always contact the HR department as soon as they are notified that an employee wishes to take shared parental leave. The HR department will support the manager and provide guidance on how to manage each stage of the process.

Employees can start Shared Parental Leave (SPL) if they are eligible and they or their partner end their maternity or adoption leave or pay early. The remaining leave will be available as SPL. The remaining pay may be available as Statutory Shared Parental Pay (ShPP).

Employees can request to take SPL in up to three separate blocks (discontinuous SPL). Employees can also share the leave with their partner if they are also eligible. Parents can choose how much of the SPL each of them will take.

Shared Parental Leave & Pay – Guidelines & Procedures

Example: A mother could end her maternity leave after 12 weeks, leaving 40 weeks (of the total 52-week entitlement) available for SPL. If both the mother and her partner are eligible, they can share the 40 weeks. They can take the leave at the same time or separately.

SPL and ShPP must be taken between the baby's birth and first birthday (or within one year of adoption).

SPL and ShPP are only available in England, Scotland and Wales.

Time off to attend ante-natal appointments

All pregnant employees are entitled to reasonable paid time off to attend ante-natal appointments and classes which are advised by their midwife or medical practitioner.

The employee must show on request from the second appointment onwards:

- a certificate confirming that she is pregnant provided by a registered medical practitioner, a registered midwife or a registered health visitor; and
- An appointment card or some other document showing that an appointment has been made.

The Children & Families Act 2014 extends the right to take unpaid time off to attend antenatal appointments to fathers, spouses and partners.

The employee requesting time off to accompany an expectant mother to an ante-natal appointment should confirm the following information as part of the request:

- that they have a qualifying relationship with the expectant mother (that they are the father of the child or the woman's spouse or partner);
- that the reason for requesting time off is to attend an antenatal appointment;
- that the appointment has been made on the advice of a medical practitioner, registered midwife or registered nurse; and
- The date and time of the appointment.

Eligibility

Sometimes only one parent in a couple will be eligible to get Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP). This means that they cannot share the leave.

If the GEL employee is eligible then they can use SPL to request their leave in continuous or discontinuous blocks.

Shared Parental Leave & Pay – Guidelines & Procedures

Shared Parental Leave

To qualify for SPL, the child's mother (or adoptive parent) must:

- Be eligible for either maternity or adoption leave and must have ended it either by returning to work before the end of their leave or advised their manager that they wish to curtail their leave.
- Have caring responsibility for the child.
- Have worked for the business continuously for at least 26 weeks before the 15th week before the baby is due. In the case of an adoption, they must have worked for the business continuously for at least at least 26 weeks ending with the week in which they are notified of being matched with a child for adoption.
- Still be working for the business when they intend to take the leave.
- Provide evidence of their entitlement to take shared parental leave (a copy of the child's birth certificate or a document from the adoption agency that confirms the placement).
- Comply with the notification requirements.

If the employee is the partner of the mother or primary adopter and they want to take shared parental leave they must:

- Have caring responsibility for the child along with the mother or primary adopter.
- Have worked for the business continuously for at least 26 weeks before the 15th week before the baby is due. In the case of an adoption, they must have worked for the business continuously for at least 26 weeks ending with the week in which they are notified of being matched with a child for adoption.
- Provide evidence of their entitlement to take shared parental leave (a copy of the child's birth certificate or a document from the adoption agency that confirms the placement).
- Comply with the notification requirements.

The other parent must meet an "employment and earnings test" for the GEL employee to qualify for shared parental leave. To meet this test, the other parent must have been an employed or self-employed earner in the UK for a total 26 weeks (not necessarily continuously) in the period of 66 weeks leading up to the week in which the child is due (or matched for adoption) and to have earned an average of £120 a week in 13 of those weeks (not necessarily continuously).

Statutory Shared Parental Pay

To be eligible for 39 weeks Shared Parental Pay (ShPP), an employee must have:

- 26 weeks' continuous employment with GEL by the beginning of the 15th week before the expected date of childbirth.
- Average weekly earnings that are equal to, or greater than, the Lower Earnings Limit for National Insurance Contributions (check www.hmrc.gov.uk for current limit).

Shared Parental Leave & Pay – Guidelines & Procedures

- Provided 8 weeks' notice of the dates that Shared Parental pay applies, accompanied by appropriate evidence of pregnancy/birth.

If an employee intends to return to work earlier than planned, they will need to inform their manager by giving at least 8 weeks' notice in writing as per maternity pay guidelines. Otherwise GEL may postpone their return until the 8 weeks have elapsed, or the end of the 52-week maternity leave period has expired (whichever is sooner). Leave arrangements that have been notified can only be changed by means of a notice to vary the agreed leave. An employee can give notice to end a period of leave earlier than previously notified, by providing 8 weeks' notice of the change and by submitting a variation notice. The employee may submit a maximum of three variation notices.

Shared parental leave is paid up to 37 weeks at flat rate statutory maternity pay (SMP). Current rates can be found [here](#). Unlike SMP, where the mother is entitled to receive an enhanced rate of 90% actual pay for the first six weeks, shared parental pay will all be paid at the flat rate.

The total amount of shared parental pay must not exceed the amount of the untaken statutory maternity or adoption pay.

Refusing SPL or ShPP

GEL can refuse SPL or ShPP if the employee does not qualify. GEL must tell the employee the reason for refusal of ShPP. GEL does not have to give a reason for refusing SPL.

Length of Shared Parental Leave

If an employee is eligible and they or their partner end maternity/adoption leave and pay early, then they can:

- take the rest of the 52 weeks of leave (up to a maximum of 50 weeks) as Shared Parental Leave (SPL)
- take the rest of the 39 weeks of pay (up to a maximum of 37 weeks) as Statutory Shared Parental Pay (ShPP)

A mother must take a minimum of two weeks' maternity leave following the birth.

Starting Shared Parental Leave

For Shared Parental Leave (SPL) to start, the mother or adopter must do one of the following:

- end their maternity or adoption leave by returning to work

Shared Parental Leave & Pay – Guidelines & Procedures

- give 'binding notice' (a decision that can't normally be changed) of the date when they will end their maternity or adoption leave
- end maternity pay or Maternity Allowance (if they are not entitled to maternity leave, e.g. they are an agency worker or self-employed)

A mother cannot return to work before the end of the compulsory two weeks of maternity leave following the birth.

The mother must give GEL notice (at least 8 weeks) to end her maternity pay, or provide Job Centre Plus 8 weeks' notice end her Maternity Allowance. Adopters must give 8 weeks' notice to end adoption pay.

SPL can start for the partner while the mother or adopter is still on maternity or adoption leave if she's given binding notice to end her leave (or pay if she's not entitled to leave).

Example A mother and her partner are both eligible for SPL.

The mother goes on maternity leave 10 weeks before her baby is born. The employee decides that she will end her maternity leave at 16 weeks and then opt into shared parental leave. She should have provided GEL with a notice to curtail (end) her leave **and** her notice of entitlement and/or intention to take SPL. Since the mother has given binding notice, her partner can start SPL as soon as the baby has been born (the partner cannot utilise the first two weeks (or four) of compulsory maternity leave that must be taken as these cannot be shared. The partner, however, may take paternity leave for the first two weeks) as long as they've given at least 8 weeks' notice).

The employee must provide GEL with written notice of their entitlement to SPL and ShPP, including:

- their partner's name;
- maternity leave start and end dates;
- the total amount of SPL and ShPP available and how much they and their partner intend to take; and
- that they're sharing childcare responsibility with their partner.

It must also include a signed declaration from the partner stating:

- their name, address and National Insurance number;
- that they satisfy the qualifying requirements for your employee to take SPL and ShPP; and
- that they agree to your employee taking SPL and ShPP.

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After receiving this notice, GEL will request for qualifying documents from the partner's employer:

- a copy of the child's birth certificate;
- the name and address of their partner's employer information (although the partner's employer is under no obligation to provide confirmation of entitlement).

GEL has 14 days to ask for this information. The employee then has a further 14 days to provide it.

Notice period

The employee must give at least 8 weeks' notice of any leave they wish to take. If the child is born more than 8 weeks early, this notice period can be shorter.

The employee has a statutory right to request a maximum of three separate blocks of discontinuous leave.

Cancelling the decision to end maternity or adoption leave

The mother or adopter may be able to change their decision to end maternity or adoption leave early if both:

- the planned end date hasn't passed; and
- they haven't already returned to work.

One of the following must also apply:

- it's discovered during the 8-week notice period that neither partner is eligible for either SPL or ShPP;
- the employee's partner has died;
- it's less than six weeks after the birth (and the mother gave notice before the birth).

Shared parental leave in touch (SPLIT) days

The employee can work up to 20 days during SPL without bringing it to an end. These are called 'Shared Parental Leave In Touch' (or SPLIT) days.

These days are in addition to the 10 'Keeping In Touch' (or KIT) days already available to those on maternity or adoption leave. Keeping in touch days are optional – both employer and employee must agree to them.

Shared Parental Leave & Pay – Guidelines & Procedures

Discontinuous Blocks of SPL

An employee taking Shared Parental Leave (SPL) can request to split their leave into up to three separate blocks instead of taking it all in one continuous period even if they aren't sharing the leave with their partner. The partner (who may not be an GEL employee) must meet the eligibility criteria.

If both parents are taking SPL then they can take their leave at the same time as each other or at different times. The employee must provide GEL with at least 8 weeks' notice before a block of leave begins.

GEL will accept requests for discontinuous blocks of service however acceptance of discontinuous blocks of leave will be assessed in line with business needs at the manager's discretion.

GEL can refuse discontinuous leave and require that the total weeks of leave in the notice to be taken in a single continuous block. However, where the employee's notification is for a continuous block of leave GEL is required to agree. It is beneficial for the employee and manager to discuss and look at a mutually agreeable way in which the SPL can be taken.

Revision Status

Revision	Date	Amendment	Content Owner	Mandated By
First Issue	Feb 21		Bill Gilmour	Kevin O'Leary

Report Title	Staff Engagement Survey.		
Meeting	Greener Ealing Board Meeting		
Date	April 2021	Agenda Number	6.
Type of Report	For Noting		
Author	Bill Gilmour can be contacted on gilmourw@greenerealing.co.uk		
Background	<p>The results of GEL's first staff Engagement Survey (September 2020) were reported, in summary form, as a section within the Communications Strategy - which was approved by the Board at the December 2020 meeting.</p> <p>The attached supporting data provides for a fuller understanding of the results of the survey.</p> <p>The Board is invited to consider this and note that a full staff Engagement Survey will be undertaken in September 2021.</p>		

Introduction

Our initial staff Engagement Survey was intended as a temperature check to obtain baseline figures as a starting block that we can measure against and take steps to make improvements to staff satisfaction.

For ease of reference, good points to note are:

- 138 responses were received – this was approximately a 50% response rate
- 80% of respondents agree strongly or partly that the work allocated to them is reasonable
- 86% were happy with the hours they work
- 69% feel valued in their role
- 71% feel proud to work for GEL

However, a significant minority, around 18% felt that they were being asked to work harder with no extra resources and/or that they felt increased levels of stress or anxiety.

We are taking this on board and will make additional efforts to reassure staff through the EAP and mental Health champions, that support is available.

The Board is invited to note that a full staff Engagement Survey will be undertaken in September 2021.

Employee Engagement Survey 2020

Which team do you work in:

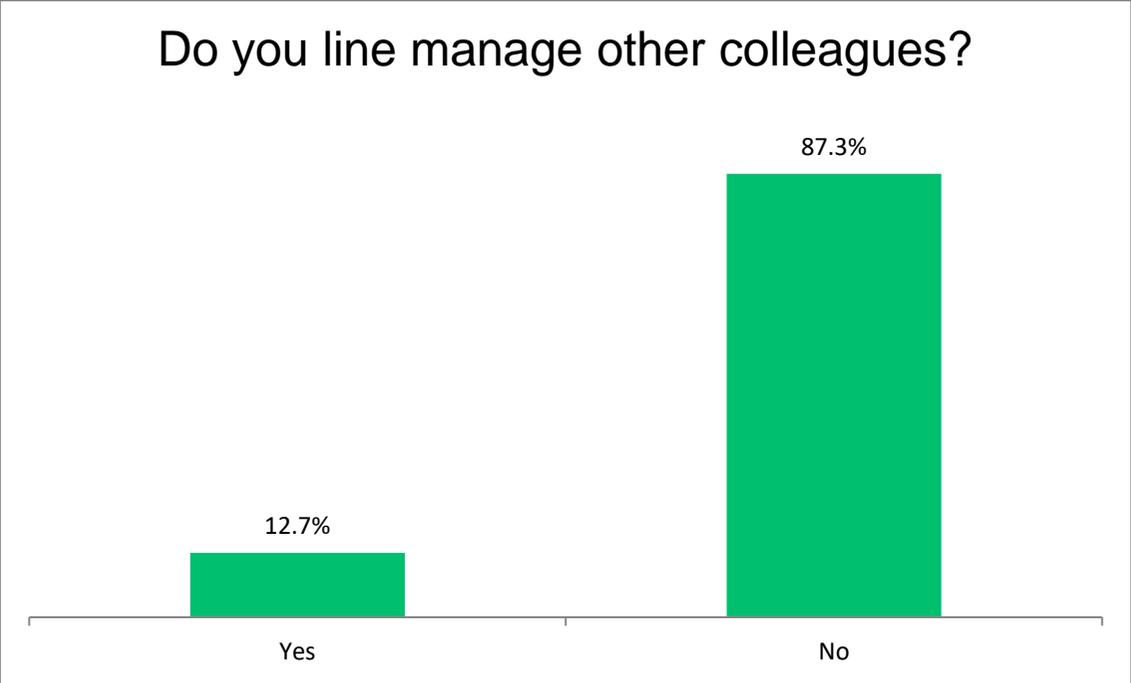
Answer Choices	Responses	
Central support services (incl. HR, admin, Health and Safety)	5.1%	7
Street cleaning	44.9%	62
Waste	22.5%	31
Household waste recycling centre	5.8%	8
Grounds maintenance	21.7%	30
	Answered	138
	Skipped	0



Employee Engagement Survey 2020

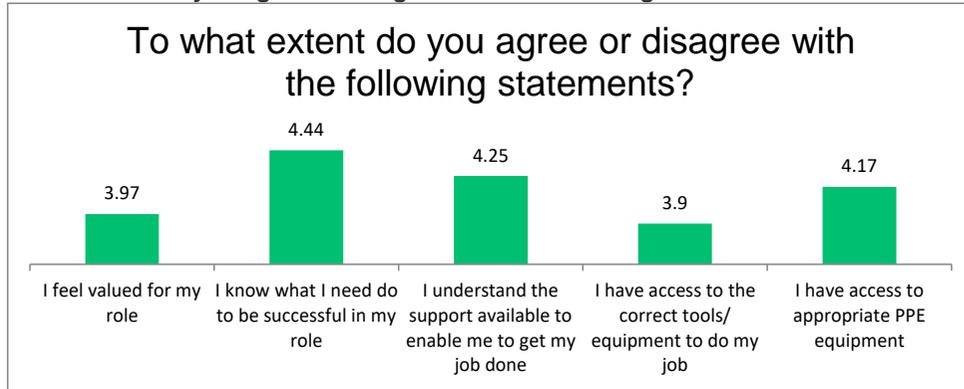
Do you line manage other colleagues?

Answer Choices	Responses	
Yes	12.7%	17
No	87.3%	117
Answered		134
Skipped		4

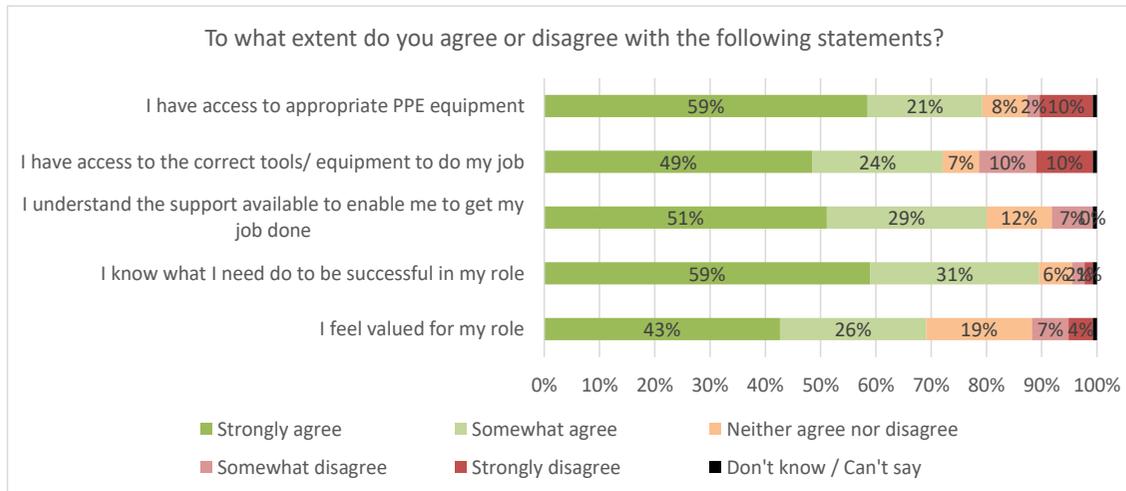


Employee Engagement Survey 2020

To what extent do you agree or disagree with the following statements?



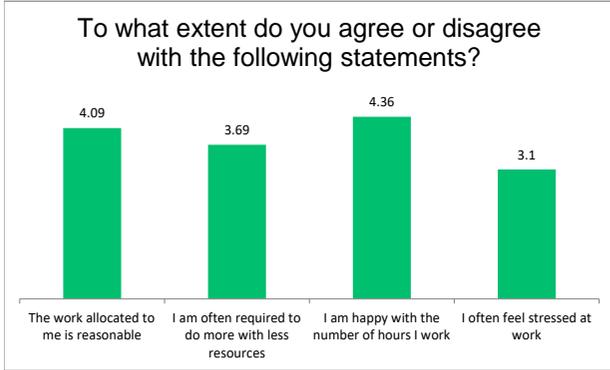
	Strongly agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Strongly disagree	Don't know / Can't say
I feel valued for my role	43%	26%	19%	7%	4%	1%
I know what I need do to be successful in my role	59%	31%	6%	2%	1%	1%
I understand the support available to enable me to get my job done	51%	29%	12%	7%	0%	1%
I have access to the correct tools/ equipment to do my job	49%	24%	7%	10%	10%	1%
I have access to appropriate PPE equipment	59%	21%	8%	2%	10%	1%



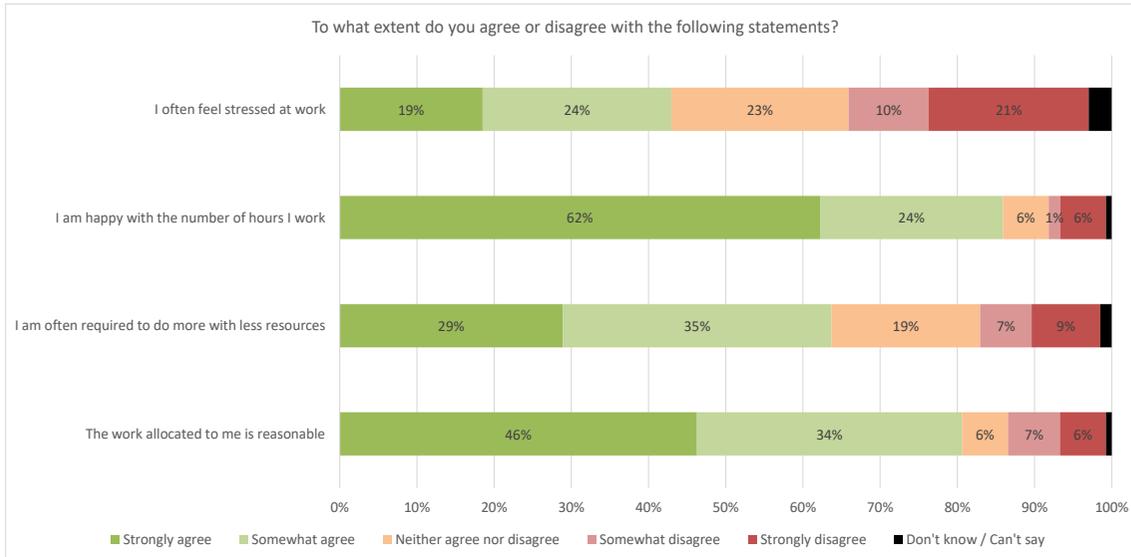
Employee Engagement Survey 2020

To what extent do you agree or disagree with the following statements?

	Strongly agree		Somewhat agree		Neither agree nor disagree		Somewhat disagree		Strongly disagree		Don't know / Can't say	Total	Weighted Average
The work allocated to me is reasonable	46.27%	62	34.33%	46	5.97%	8	6.72%	9	5.97%	8	0.75%	134	4.09
I am often required to do more with less resources	28.89%	39	34.81%	47	19.26%	26	6.67%	9	8.89%	12	1.48%	135	3.69
I am happy with the number of hours I work	62.22%	84	23.70%	32	5.93%	8	1.48%	2	5.93%	8	0.74%	135	4.36
I often feel stressed at work	18.52%	25	24.44%	33	22.96%	31	10.37%	14	20.74%	28	2.96%	135	3.1
												Answered	137
												Skipped	1



	Strongly agree	Somewhat agree	Neither agree	Somewhat disagree	Strongly disagree	Don't know / Can't say
The work allocated to me is reasonable	46%	34%	6%	7%	6%	1%
I am often required to do more with less resources	29%	35%	19%	7%	9%	1%
I am happy with the number of hours I work	62%	24%	6%	1%	6%	1%
I often feel stressed at work	19%	24%	23%	10%	21%	3%

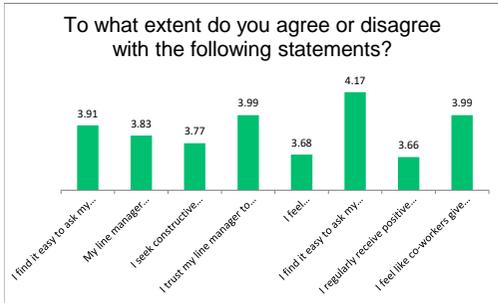


Employee Engagement Survey 2020

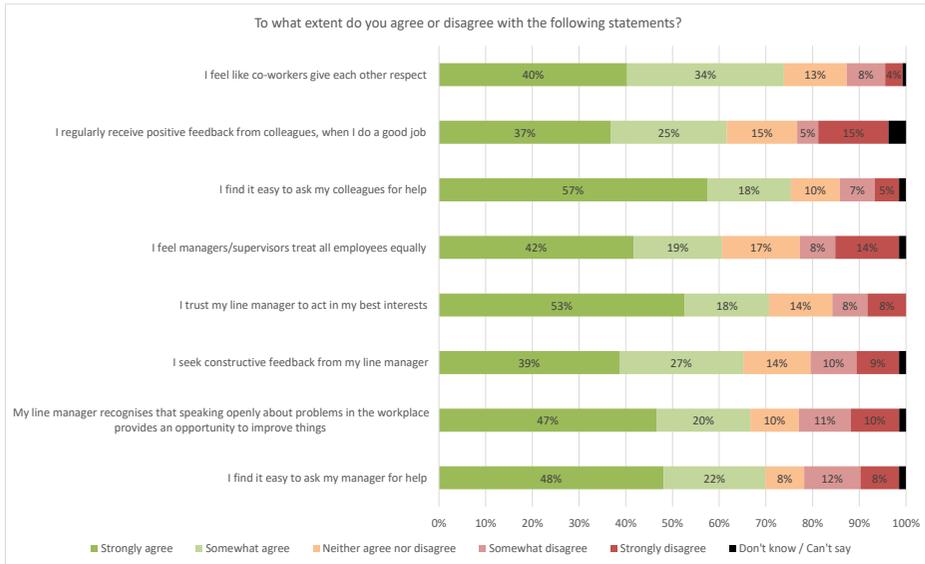
To what extent do you agree or disagree with the following statements?

	Strongly agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Strongly disagree	Don't know / Can't say	Total	Weighted Average						
I find it easy to ask my manager for help	48.12%	21.80%	29	8.27%	11	12.03%	16	8.27%	11	1.50%	2	133	3.91	
My line manager recognises that speaking openly about problems in the workplace provides an opportunity to improve things	46.67%	63	20.00%	27	10.37%	14	11.11%	15	10.37%	14	1.48%	2	135	3.83
I seek constructive feedback from my line manager	38.64%	51	26.52%	35	14.39%	19	9.85%	13	9.09%	12	1.52%	2	132	3.77
I trust my line manager to act in my best interests	52.63%	70	18.05%	24	13.53%	18	7.52%	10	8.27%	11	0.00%	0	133	3.99
I feel managers/supervisors treat all employees equally	41.67%	55	18.94%	25	16.67%	22	7.58%	10	13.64%	18	1.52%	2	132	3.68
I find it easy to ask my colleagues for help	57.46%	77	17.91%	24	10.45%	14	7.46%	10	5.22%	7	1.49%	2	134	4.17
I regularly receive positive feedback from colleagues, when I do a good job	36.84%	49	24.81%	33	15.04%	20	4.51%	6	15.04%	20	3.76%	5	133	3.66
I feel like co-workers give each other respect	40.30%	54	33.58%	45	13.43%	18	8.21%	11	3.73%	5	0.75%	1	134	3.99
													136	3.99
													2	3.66

Answered 136
Skipped 2



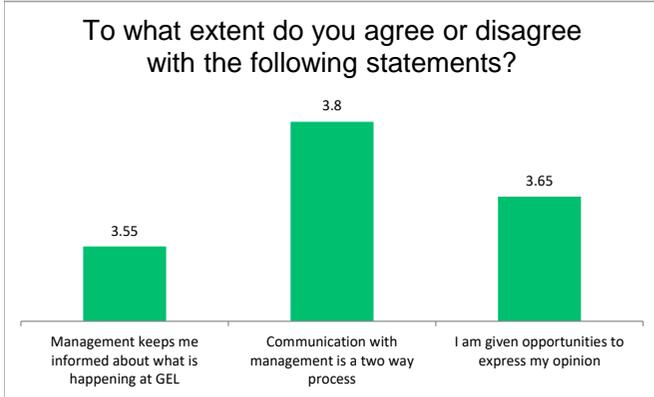
	Strongly agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Strongly disagree	Don't know / Can't say
I find it easy to ask my manager for help	48%	22%	8%	12%	8%	2%
My line manager recognises that speaking openly about problems in the workplace provides an opportunity to improve things	47%	20%	10%	11%	10%	1%
I seek constructive feedback from my line manager	39%	27%	14%	10%	9%	2%
I trust my line manager to act in my best interests	53%	18%	14%	8%	8%	0%
I feel managers/supervisors treat all employees equally	42%	19%	17%	8%	14%	2%
I find it easy to ask my colleagues for help	57%	18%	10%	7%	5%	1%
I regularly receive positive feedback from colleagues, when I do a good job	37%	25%	15%	5%	15%	4%
I feel like co-workers give each other respect	40%	34%	13%	8%	4%	1%



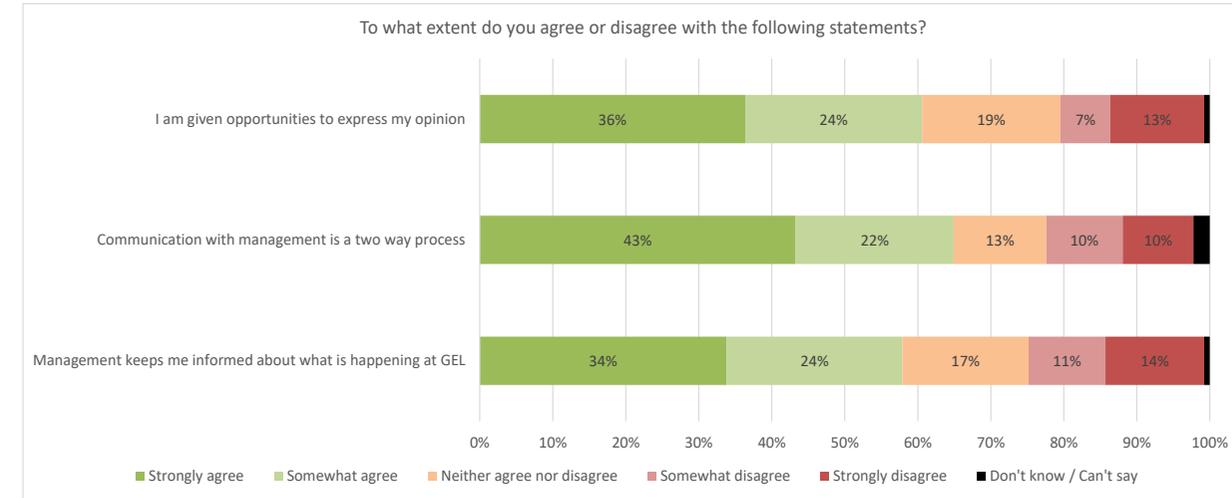
Employee Engagement Survey 2020

To what extent do you agree or disagree with the following statements?

	Strongly agree		Somewhat agree		Neither agree nor disagree		Somewhat disagree		Strongly disagree		Don't know / Can't say	Total	Weighted Average	
Management keeps me informed about what is happening at GEL	33.83%	45	24.06%	32	17.29%	23	10.53%	14	13.53%	18	0.75%	1	133	3.55
Communication with management is a two way process	43.28%	58	21.64%	29	12.69%	17	10.45%	14	9.70%	13	2.24%	3	134	3.8
I am given opportunities to express my opinion	36.36%	48	24.24%	32	18.94%	25	6.82%	9	12.88%	17	0.76%	1	132	3.65
												Answered	135	
												Skipped	3	



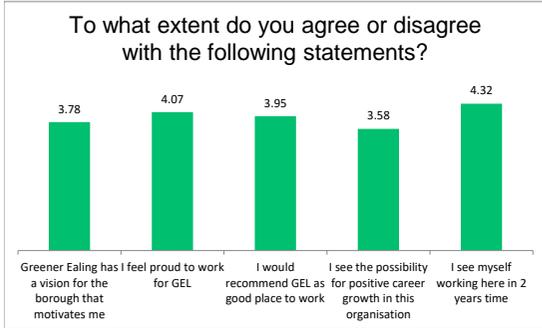
	Strongly agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Strongly disagree	Don't know / Can't say
Management keeps me informed about what is happening at GEL	34%	24%	17%	11%	14%	1%
Communication with management is a two way process	43%	22%	13%	10%	10%	2%
I am given opportunities to express my opinion	36%	24%	19%	7%	13%	1%



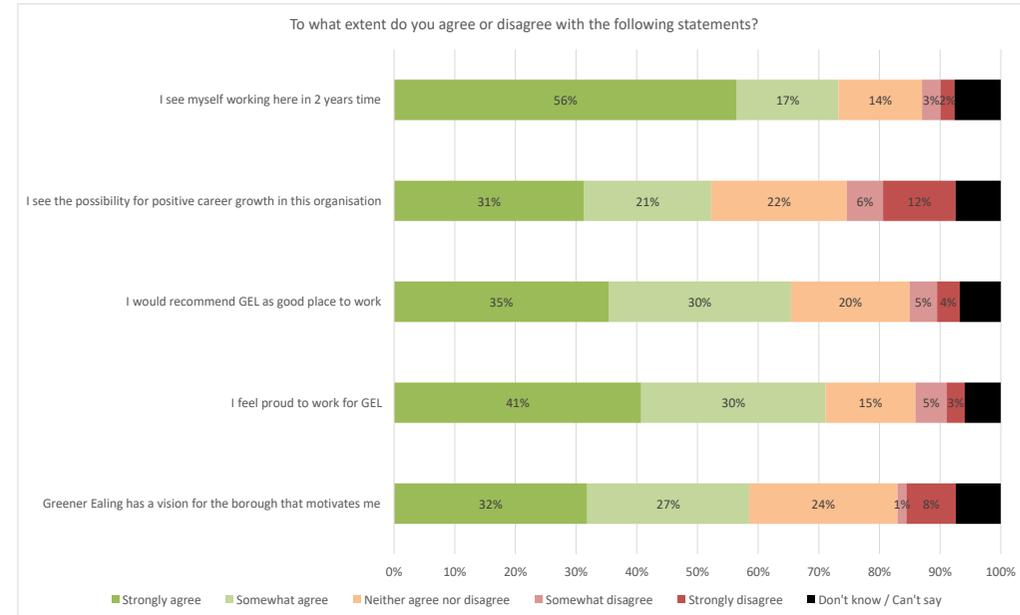
Employee Engagement Survey 2020

To what extent do you agree or disagree with the following statements?

	Strongly agree		Somewhat agree		Neither agree nor disagree		Somewhat disagree		Strongly disagree		Don't know / Can't say	Total	Weighted Average	
Greener Ealing has a vision for the borough that motivates me	31.85%	43	26.67%	36	24.44%	33	1.48%	2	8.15%	11	7.41%	10	135	3.78
I feel proud to work for GEL	40.74%	55	30.37%	41	14.81%	20	5.19%	7	2.96%	4	5.93%	8	135	4.07
I would recommend GEL as good place to work	35.34%	47	30.08%	40	19.55%	26	4.51%	6	3.76%	5	6.77%	9	133	3.95
I see the possibility for positive career growth in this organisation	31.34%	42	20.90%	28	22.39%	30	5.97%	8	11.94%	16	7.46%	10	134	3.58
I see myself working here in 2 years time	56.49%	74	16.79%	22	13.74%	18	3.05%	4	2.29%	3	7.63%	10	131	4.32
												Answered	137	
												Skipped	1	



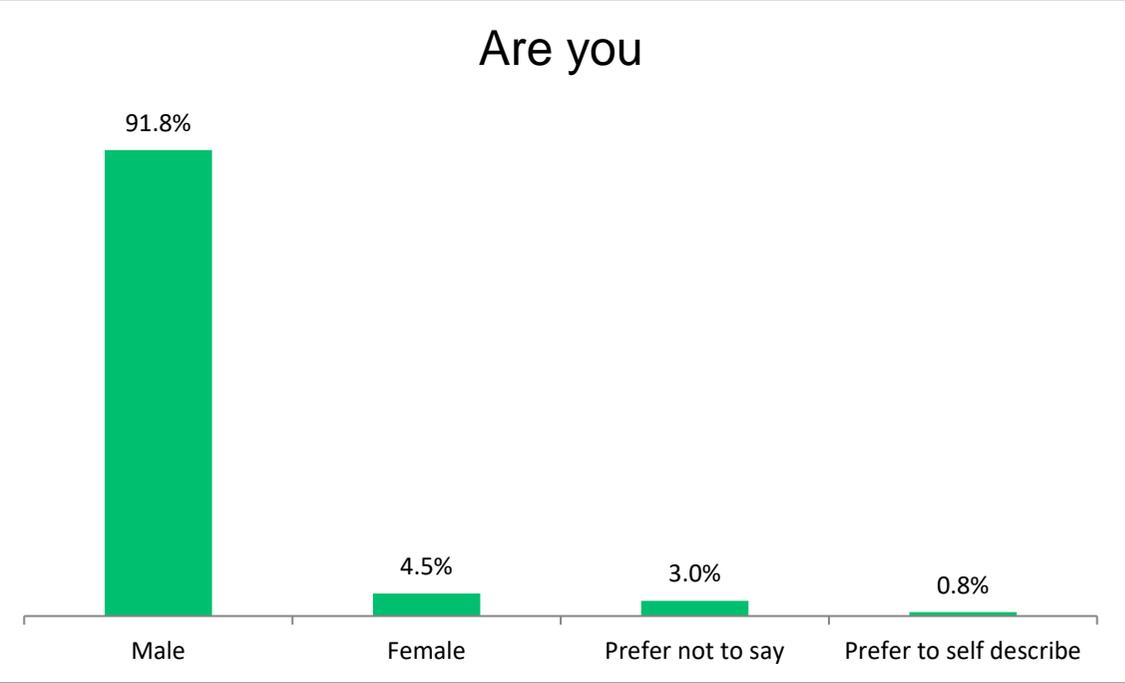
	Strongly agree	Somewhat agree	Neither agree nor disagree	Somewhat disagree	Strongly disagree	Don't know / Can't say
Greener Ealing has a vision for the borough that motivates me	32%	27%	24%	1%	8%	7%
I feel proud to work for GEL	41%	30%	15%	5%	3%	6%
I would recommend GEL as good place to work	35%	30%	20%	5%	4%	7%
I see the possibility for positive career growth in this organisation	31%	21%	22%	6%	12%	7%
I see myself working here in 2 years time	56%	17%	14%	3%	2%	8%



Employee Engagement Survey 2020

Are you

Answer Choices	Responses	
Male	91.8%	123
Female	4.5%	6
Prefer not to say	3.0%	4
Prefer to self describe	0.8%	1
Answered		134
Skipped		4

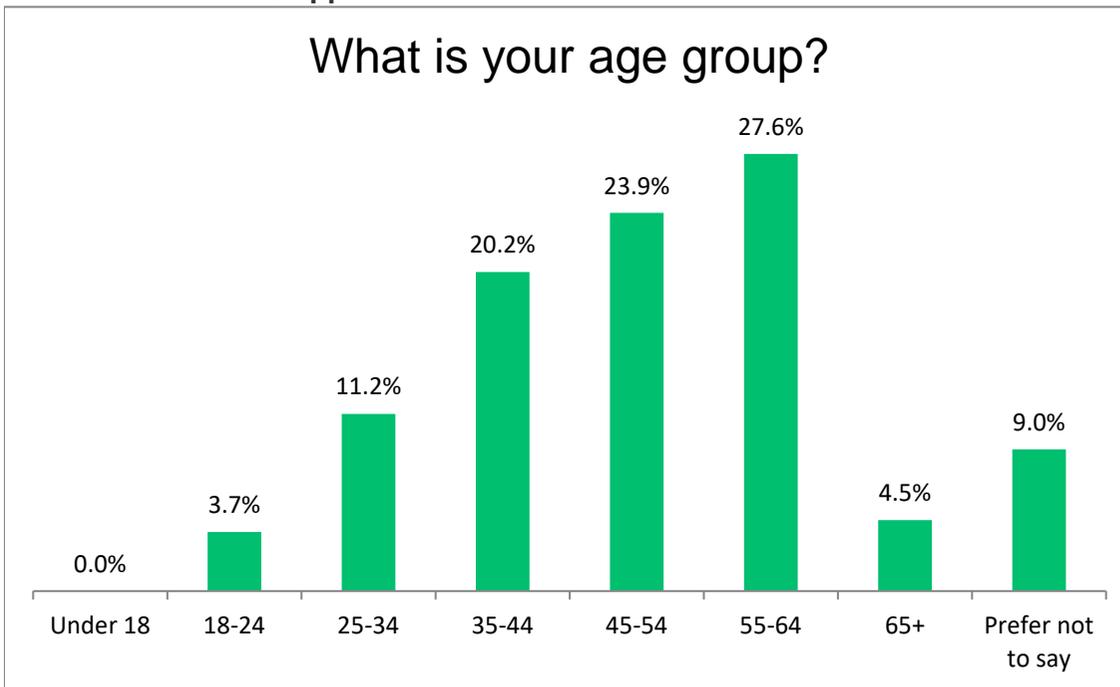


Respondents	Response Date	Prefer to self describe	Tags
1	Nov 01 2020	0	n/a

Employee Engagement Survey 2020

What is your age group?

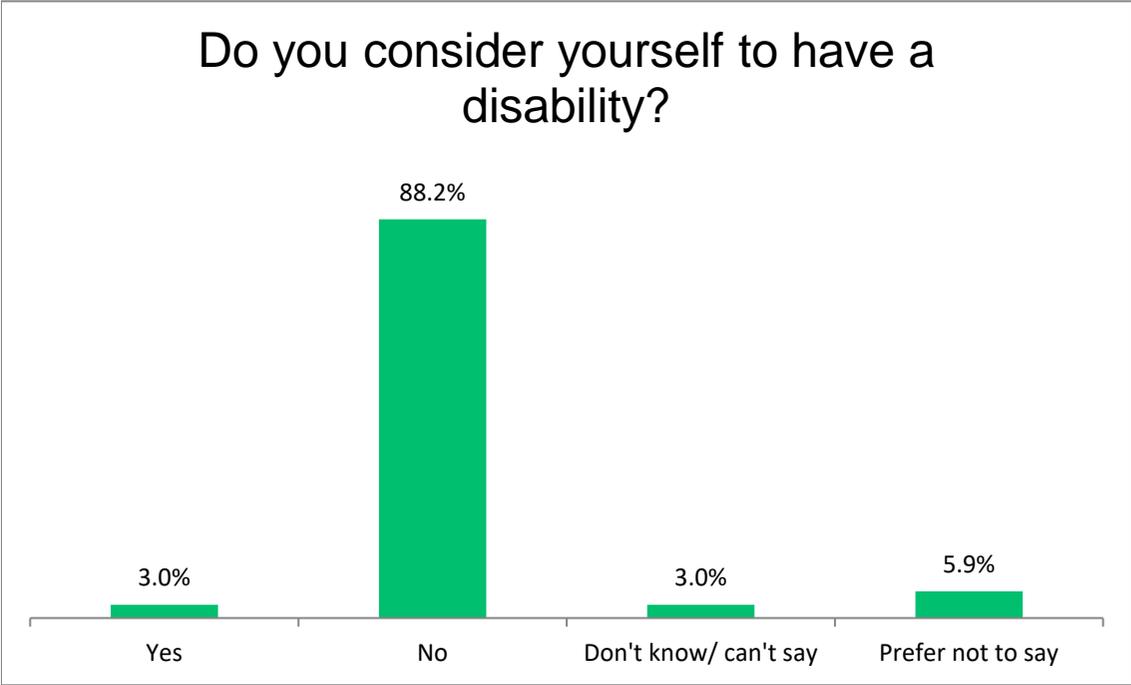
Answer Choices	Responses	
Under 18	0.0%	0
18-24	3.7%	5
25-34	11.2%	15
35-44	20.2%	27
45-54	23.9%	32
55-64	27.6%	37
65+	4.5%	6
Prefer not to say	9.0%	12
Answered		134
Skipped		4



Employee Engagement Survey 2020

Do you consider yourself to have a disability?

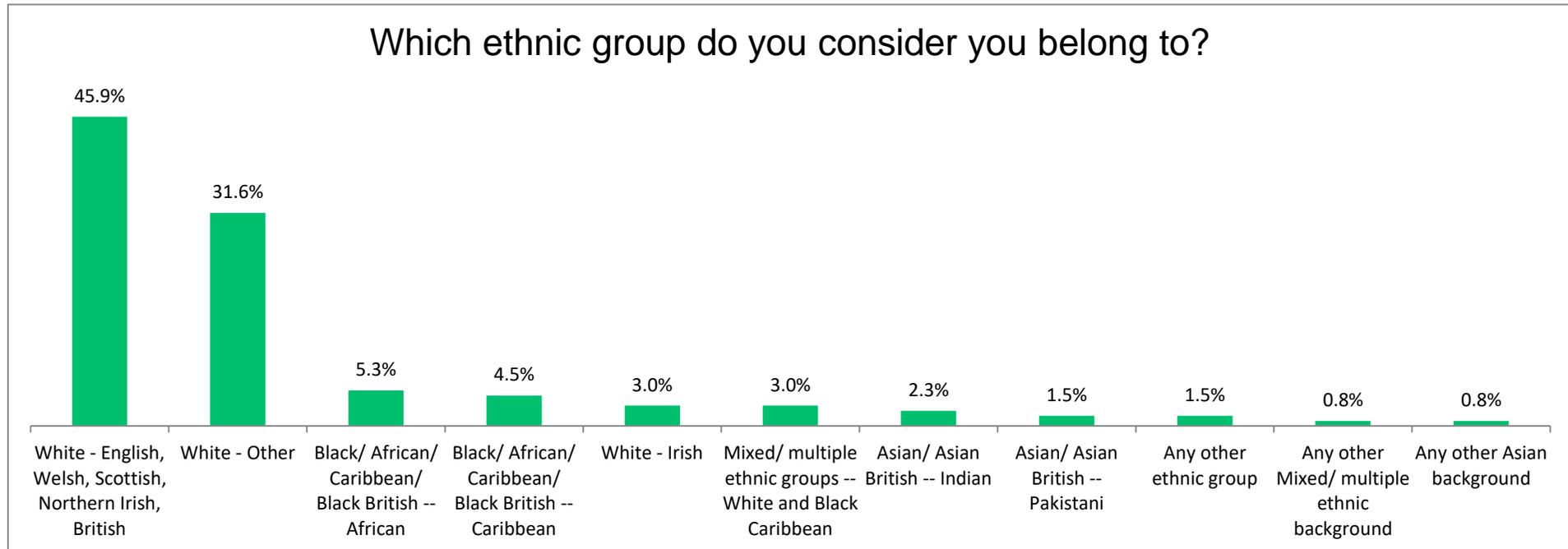
Answer Choices	Responses	
Yes	3.0%	4
No	88.2%	119
Don't know/ can't say	3.0%	4
Prefer not to say	5.9%	8
Answered		135
Skipped		3



Employee Engagement Survey 2020

Which ethnic group do you consider you belong to?

Answer Choices	Responses	
White - English, Welsh, Scottish, Northern Irish, British	45.9%	61
White - Other	31.6%	42
Black/ African/ Caribbean/ Black British -- African	5.3%	7
Black/ African/ Caribbean/ Black British -- Caribbean	4.5%	6
White - Irish	3.0%	4
Mixed/ multiple ethnic groups -- White and Black Caribbean	3.0%	4
Asian/ Asian British -- Indian	2.3%	3
Asian/ Asian British -- Pakistani	1.5%	2
Any other ethnic group	1.5%	2
Any other Mixed/ multiple ethnic background	0.8%	1
Any other Asian background	0.8%	1
Answered	133	
Skipped	5	



Employee Engagement Survey 2020

As you said {{ Q14 }} could you provide details on what that ethnic group is?

Answered 0

Skipped 138

Report Title	Review of Governance Policies		
Meeting	Greener Ealing Board Meeting		
Date	15 April 2021	Agenda Number	7 A-C
Type of Report	For noting and approval		
Author	Jo Steel can be contacted on jo@bhcsecretaries.co.uk prior to the meeting. (Please refer any questions to Lizzie Purewal during the meeting)		
Background	1. To review the following policies to check they are working in practice: <ol style="list-style-type: none"> a) Anti-Fraud Policy b) Data Protection Policy & Ongoing Compliance Review c) Health & Safety Policy and Procedures 		

Annual Review of Governance Policies

The policies reviewed in this report have now been in place for a year. The purpose of the review is to advise whether any changes are to be made to the policies due to changes in legislation or best practice. We also look at whether the policies are working in practice, and are being adhered to, which will also help identify if any changes are required.

1. Anti-Fraud

The Anti-Fraud Policy has been reviewed and there are some minor recommended changes. Amendments have been made to the “Reporting and responding to fraud” section to reflect changes to the Whistleblowing Policy made in December 2020. The tracked changes are included at **Appendix A**.

There have been no reports of suspected fraud in the last 12 months.

The Board is asked to approve the suggested changes to the Anti-Fraud Policy.

2. Data Protection

The company’s Data Protection Policy was adopted in March 2020. This report outlines changes to the Policy and steps taken to ensure Greener Ealing’s ongoing compliance.

Policy and legislation

The company's Data Protection Policy outlines the commitment by the Company to the requirements laid out in UK Data Protection Law which includes the UK General Data Protection Regulations (GDPR). It has been reviewed and we **recommend a number of minor changes** to reflect the end of the Brexit transition period.

Following the end of the Brexit transition period, the Data Protection Act 2018 (DPA 2018) continues to apply. The provisions of the EU GDPR were incorporated directly into UK law at the end of the transition period. The UK GDPR sits alongside the DPA 2018 with some technical amendments so that it works in a UK-only context. The minor changes to the policy mirror these technical amendments. The Policy with tracked changes is included at **Appendix B**.

At present, GEL does not transfer personal data outside of the UK, nor does it receive personal data from outside the UK. Therefore, we do not need to consider implications of the EU GDPR but will of course review any additional requirements should the situation change.

Compliance Manual

The GDPR Compliance manual, which outlines all the actions that need to be taken by the business on an ongoing basis to ensure compliance, has also been updated to reflect these technical changes. This is a 'living' document and is updated as and when required in terms of best practice etc.

Data Sharing Agreement

Since December we have been liaising with the Council's Information Governance Team and Legal Services to ascertain the position on a Data Sharing Agreement between the Council and GEL.

Legal Services have confirmed in March 2021 that they will begin drafting a data sharing/data processing agreement between LBE and Greener Ealing, as LBE is administering pensions and payroll on GEL's behalf.

Training

Online GDPR Training has been rolled out to staff using the Council's online training portal, and is the same training undertaken by Council staff.

Privacy Notice

Now that the GEL website is operational, changes are being made to the Privacy Notice which will be completed by the time of the Board meeting. The Privacy Notice is a living document designed to discharge the Data Protection responsibilities to Data Subjects and there is no requirement for the Board to approve the Privacy Notice.

Breaches and Subject Access Requests

In the past 12 months there have been no data breaches at Greener Ealing. There have been no subject access requests received from data subjects, and so the data breach and subject access procedures have not been utilized.

Data Protection Fee payable to ICO

Greener Ealing is exempt from paying a Data Protection fee to (and therefore registering as a data controller with) the ICO. The self- assessment tool on the ICO website was used in February 2021 and confirmed that this exemption is still in place. A formal exemption was made to the ICO in March 2021.

The Board is asked to approve the suggested changes to the Data Protection Policy.

3. Health and Safety Policy

The Health & Safety Policy and procedures have been reviewed and no changes are required at this time. Kevin O’Leary and the H&S team are satisfied that the Policy is working well in practice and the company’s H&S culture remains strong.

Jo Steel

Bridgehouse Company Secretaries

ANTI FRAUD POLICY

The purpose of this policy is to set out clearly, Greener Ealing's approach to fraud. Greener Ealing expects all employees, directors, agency staff, consultants, volunteers, trainees and contractors (collectively referred to as employees) to be honest and to provide any help or information necessary in dealing with cases of alleged fraud and corruption. We have developed a specific anti-fraud policy to reassure all our stakeholders that Greener Ealing treats suspicions seriously and takes a consistent approach to any reported cases of fraud and corruption. Greener Ealing wants to ensure that actual or attempted fraud, bribery or corruption once discovered, is reported in line with legal and regulatory requirements.

Policy Aims and Objectives

Greener Ealing is committed to preventing, detecting and deterring fraud, corruption or any other financial irregularity from occurring and to act when such behaviour is suspected or detected. The policy's objective is to encourage detection, provide clear guidance on roles and responsibilities, set out the response to any cases of suspected fraud and to ensure that the Greener Ealing stance on fraud is clearly communicated, both internally and externally.

Policy application

The Anti-Fraud Policy applies to all employees, directors, agency staff, consultants, volunteers and trainees and contractors (collectively referred to as employees) and all individuals and groups who benefit from Greener Ealing's services.

Policies

Greener Ealing has developed a number of policies and statements that clearly state the expected standards of behaviour from employees to act with integrity at all times, to be honest, and trustworthy and comply with all relevant laws and regulations

These policies include:

- **Whistleblowing Policy** outlines in detail Greener Ealing's commitment to protecting those who raise issues of concern from repercussions, and explains how concerns may be raised, both internally and externally.
- **Anti-Bribery Policy incorporating Gifts and Hospitality Procedures** outlines the action that should be taken by any staff offered gifts or hospitality by external suppliers, potential suppliers or partners.
- **Financial Regulations and Scheme of Delegations** - An important document detailing how Greener Ealing's financial affairs are to be handled to ensure transparency.

What is Fraud and Corruption?

Definitions include the following:

“A deception deliberately practiced in order to secure unfair or unlawful gain”.

“The offering, giving, soliciting or acceptance of an inducement or a reward, which may influence the action of any person.”

“The use of one’s position of trust for personal gain”

“A lack of integrity or honesty (especially susceptibility to bribery)”

“The intentional distortion of financial statements or other records by persons internal or external to the authority which is carried out to conceal the misappropriation of assets or otherwise for gain”

These definitions therefore include acts such as:

- Theft
- Deception
- Bribery
- Forgery
- Extortion
- Corruption
- Conspiracy
- Embezzlement
- Misappropriation
- Money Laundering
- False representation
- Concealment of material facts
- Collusion

Roles and Responsibilities

Board

It is the responsibility of the Board to:

- Set the standard of behaviour for the organisation by demonstrating zero tolerance for fraud;
- Satisfy itself through thorough monitoring and reports from internal and external auditors that internal controls within Greener Ealing are operating as they should and any identified weaknesses in the control framework are remedied in accordance with auditors’ recommendations.

Individual Directors

Each Director member must:

- Be open and honest in their dealings with Greener Ealing and always act in the organisation’s best interests;
- Declare any conflicts of interest as soon as they are recognised as such;
- Report any cases of fraud, or suspicion of fraud, to the Board and Company Secretary without delay;

- Co-operate fully with any investigation into alleged or potential fraud;
- Ensure that there are sound systems of internal control, where possible within Greener Ealing’s activities;
- Develop and implement controls specifically to reduce the risks posed by fraud and to increase the likelihood of its detection should any wrongdoing occur.
- Implement any agreed audit recommendations within the agreed timescales to ensure systems are effective in preventing and detecting fraud.
- Ensure the results of any investigation are communicated to the individual who raised the initial concern;
- Ensure any fraud allegation is reported to the Council’s representative as required.

Internal Audit

It is the role of the Council’s Internal Audit team to:

- Review and evaluate the adequacy, reliability and effectiveness of Greener Ealing’s internal control processes and report the findings to the Board.
- Follow up agreed recommendations to ensure implementation within agreed timescales.

Employees including staff members, consultants, agency staff and contractors

Employees are expected to:

- Be honest in their own dealings with Greener Ealing and always act in Greener Ealing’s best interests, complying with both the letter and spirit of their contract;
- Report promptly any suspicion of fraud to an appropriate person as detailed below;
- Co-operate fully with any investigation into alleged or potential fraud.

Reporting and Responding to Fraud

In accordance with Greener Ealing’s whistleblowing policy, employees must report any suspected cases of fraud and corruption to the Managing Director, Chairman or, if necessary, directly to the Council’s Director of Legal and Democratic Services. There is also a route to report independently to the Council’s fraud hotline fraud@ealing.gov.uk or telephone 0800 328 6453.

As soon as any member of the Board (including the Council’s Director of Legal and Democratic Services) becomes aware of any fraudulent action the Council’s representative must be notified immediately. On receiving notification, the Council’s representative will assume sole responsibility for investigating any suspected fraud or malpractice. (In cases of whistleblowing that are not related to fraud, these will be investigated as laid out in that policy).

Greener Ealing has a duty to ensure that full access is given to the Council’s representative, nominees or agents in the course of their investigation. The Council’s representative has the right to request Greener Ealing to suspend any individual suspected of fraudulent action or malpractice.

This policy should be read in conjunction with Ealing Council’s policies relating to fraud.

Revision	Date	Amendment	Content owner	Mandated by
First issue	28 May 2020		Finance	Kevin O’Leary

Second issue

15 April 2021

Changes to Reporting section to bring in line with Whistleblowing policy as amended in December 2020.

Finance

Kevin O'Leary

DATA PROTECTION POLICY

This Policy sets out the obligations of Greener Ealing Ltd (“the Company”) regarding data protection and the rights of employees, customers, potential customers, business contacts, and other individuals (“data subjects”) in respect of their personal data under Data Protection Law. “Data Protection Law” means all legislation and Regulations in force from time to time regulating the use of personal data and the privacy of electronic communications including, but not limited to, the retained EU law version of the General Data Protection Regulations ((EU) 2016/679) (the “UK GDPR” enacted into law by section 3 of the European Union (Withdrawal) Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 as amended, and any successor legislation (“the Regulations”).

This Policy together with our GDPR User manual sets out the procedures that are to be followed when dealing with personal data. The procedures and principles set out herein must be followed at all times by the Company, its employees, agents, contractors, or other parties working on behalf of the Company.

SECTION A – The Data Protection Principles

This section of the Policy sets out the Data Protection Principles contained within the Regulations, that the Company must comply with, when handling personal data.

1. Lawful, Fair, and Transparent Data Processing

1.1 The Regulations seeks to ensure that personal data is processed lawfully, fairly, and transparently, without adversely affecting the rights of the data subject. The Regulations states that processing of personal data shall be lawful if at least one of the following applies:

- a) the data subject has **given consent** to the processing of his or her personal data for one or more specific purposes;
- b) processing is **necessary for the performance of a contract** to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract;
- c) processing is necessary for **compliance with a legal obligation** to which the controller is subject;
- d) processing is **necessary to protect the vital interests of the data subject** or of another natural person;
- e) processing is **necessary for the performance of a task carried out in the public interest** or in the exercise of official authority vested in the controller;

- f) processing is **necessary for the purposes of the legitimate interests pursued by the controller or by a third party**, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

1.2 The Company shall ensure that it keeps under regular review and recorded, the different categories of data it holds and the lawful basis it uses for the processing of such data (for example, consent or performance of a contract etc).

2. Processed for Specified, Explicit and Legitimate Purposes

2.1 The Company collects and processes the personal data set out in Part 16 of this Policy. This may include personal data received directly from data subjects (for example, contact details used when a data subject communicates with us or submits through the website) and data received from third parties (for example, from Ealing Council or other partners);

2.2 The Company only processes personal data for the specific purposes set out in Part 16 of this Policy (or for other purposes expressly permitted by the Regulations). The purposes for which we process personal data will be informed to data subjects at the time that their personal data is collected, where it is collected directly from them, or as soon as possible (not more than one calendar month) after collection where it is obtained from a third party.

3. Adequate, Relevant and Limited Data Processing

The Company will only collect and process personal data for and to the extent necessary for the specific purpose(s) informed to data subjects as under Part 2, above.

4. Accuracy of Data and Keeping Data Up To Date

The Company shall ensure that all personal data collected and processed is kept accurate and up-to-date. The accuracy of data shall be checked when it is collected and at regular intervals thereafter. Where any inaccurate or out-of-date data is found, all reasonable steps will be taken without delay to amend or erase that data, as appropriate.

5. Timely Processing

The Company shall not keep personal data for any longer than is necessary in light of the purposes for which that data was originally collected and processed. When the data is no longer required, all reasonable steps will be taken to erase it without delay.

6. Secure Processing

The Company shall ensure that all personal data collected and processed is kept secure and protected against unauthorised or unlawful processing and

against accidental loss, destruction or damage. Further details of the data protection and organisational measures which shall be taken are provided in the Company's GDPR User Manual.

SECTION B – Accountability and Assessments

7. Accountability

The Company shall keep written internal records of all personal data collection, holding, and processing, which shall incorporate appropriate information as detailed in the Company's GDPR User Manual.

8. Privacy Impact Assessments

The Company shall carry out Privacy Impact Assessments (PIAs) when and as required under the Regulations. Privacy Impact Assessments shall be overseen by the Company Secretary or HR as appropriate. Areas that shall be addressed by a PIA is detailed in the Company's GDPR User Manual.

SECTION C – Rights of Data Subjects

This section outlines the rights of Data Subjects and how the Company must ensure that these rights are not infringed.

9. The Right to be Informed

The Company shall ensure that the legally required information is provided to every data subject when personal data is collected within the applicable time frame. All such information is contained within our Privacy Notice[s].

10. The Right to Access

10.1 A data subject may make a subject access request ("SAR") at any time to find out more about the personal data which the Company holds about them.

10.2 The Company must follow the SAR requirements as detailed in the GDPR User Manual.

11. The Right to Rectification of Personal Data

11.1 If a data subject informs the Company that personal data held by the Company is inaccurate or incomplete, requesting that it be rectified, the personal data in question shall be rectified, and the data subject informed of that rectification, within one month of receipt the data subject's notice.

11.2 In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of any rectification of that personal data.

12. The Right to Erasure of Personal Data

- 12.1 Data subjects may request that the Company erases the personal data it holds about them in certain circumstances as detailed in the GDPR User Manual.
- 12.2 Unless the Company has reasonable grounds to refuse to erase personal data, all requests for erasure shall be complied with, and the data subject informed of the erasure, within one month of receipt of the data subject's request.
- 12.3 In the event that any personal data that is to be erased in response to a data subject request has been disclosed to third parties, those parties shall be informed of the erasure (unless it is impossible or would require disproportionate effort to do so).

13. The Right to Restrict Processing of Personal Data

- 13.1 Data subjects may request that the Company ceases processing the personal data it holds about them. If a data subject makes such a request, the Company shall retain only the amount of personal data pertaining to that data subject that is necessary to ensure that no further processing of their personal data takes place.
- 13.2 In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of the applicable restrictions on processing it (unless it is impossible or would require disproportionate effort to do so).

14. The Right to Object to Personal Data Processing

- 14.1 Data subjects have the right to object to the Company processing their personal data based on legitimate interests (including profiling), direct marketing (including profiling), and processing for scientific and/or historical research and statistics purposes, in certain circumstances (details of which are included in the GDPR User Manual).
- 14.2 Where a data subject objects to the Company processing their personal data for direct marketing purposes, the Company shall cease such processing forthwith.

15. Automated Decision Making & Profiling

The Company does not carry out any automated decision making or profiling in relation to personal data.

16. Personal Data

The following personal data may be collected, held, and processed by the Company:

- a. Employee/Director/Consultant data, to administer the employment/director/contractual relationship between these individuals and the Company.

- b. Website users including those who request marketing information about our services, to provide information about such services.

17. Transferring Personal Data to a Country Outside the UK

The Company may from time to time transfer ('transfer' includes making available remotely) personal data to countries outside of the UK, but when doing so, must first comply with the requirements detailed within the GDPR User Manual.

18. Data Breach Notification

18.1 All personal data breaches must be reported immediately to the Company Secretary and Directors of the Company.

18.2 Data Breaches must be dealt with in accordance with the procedures laid down in the GDPR User Manual.

19. Implementation of Policy

This Policy shall be deemed effective as of 10 March 2020. No part of this Policy shall have retroactive effect and shall thus apply only to matters occurring on or after this date.

Revision	Date	Amendment	Content owner	Mandated by
First issue	10 March 2020		Bridgehouse	Kevin O'Leary
Second issue	15 April 2021	Amendments to Introduction and Clause 17 to reflect end of Brexit transition period and technical changes to reflect UK-only application.	Bridgehouse	Kevin O'Leary

Report Title	New Policy Statements: 1. Environmental Policy 2. Quality Policy		
Meeting	Greener Ealing Board Meeting		
Date	15 th April 2021	Agenda Number	7D-E
Type of Report	For Approval		
Author	Kevin O’Leary – olearyk@greenerailing.co.uk		
Background	<p>This report seeks approval to two new policies:</p> <ul style="list-style-type: none"> • Environmental Policy –a statement of our broad intentions and means by which we will monitor and take steps to reduce GEL’s overall environmental impact • Quality Policy – a commitment to a quality approach and customer satisfaction <p>We are making steady progress in our pursuit of various accreditations in support of our HSEQ aspirations. In advance of our full ISO applications and assessment we are due an initial visit from BSI on the 19th April to undertake a gap analysis and review our emerging Integrated Management System (IMS). In terms of known gaps and to support our up and coming inspection these two documents will provide the policy position for GEL on these topics and are central to achieving our wider objectives..</p> <p>The Board is asked to consider and approve the attached documents.</p>		

Summary

Greener Ealing Ltd (GEL) is committed to developing and being recognised as a leading environmental service provider. Inherent with this aspiration is the absolute requirement for GEL be an exemplar in terms of reducing any negative impact our business activities have on the environment.

Our approach will place environmental management within our decision-making processes and will be central to the work we undertake with and for our stakeholders throughout our service delivery lifecycle and our supply chain.

We will prioritise our focus on continual environmental improvement to help ensure we respond to, and excel against, our stakeholder requirements who place continuous, and justified, priority on environmental issues.

Principles

Our environmental Policy statement sets out our overall approach to drive our environmental performance forward. We will refine this into hard and targeted environmental priorities that we will focus on. The areas we will focus on will include – Transport, Waste and Recycling, Circular Economy, Air Quality, GEL wider business Impacts and any other relevant topics.. We will measure progress annually. In the meantime, as we assess our overall strategic position and key areas for future work, we will:

- Maintain an Integrated Management System that is externally assessed and certified to the requirements of ISO14001:2015–Environmental Management Systems. This provides the framework to help drive continual improvement and share best environmental practice throughout our business.
- Comply with environmental regulations and other environmental obligations as we deliver our products and services.
- Strive to reduce our environmental impact through proactively assessing environmental risk, applying measures to mitigate and prevent pollution, preparing for environmental emergencies and exploring environmental opportunities that enhance the environment and reduce our impact on climate change.
- Share best practice through the recording of environmental events and environmental incidents; and ensure events are routinely reviewed and environmental incidents are investigated and apply corrective actions to prevent reoccurrence.
- Ensure our progress against our environmental objectives are measured, monitored, and reported through setting environmental key performance indicators and associated performance targets. Performance will be communicated at regular intervals to the business and made available to all employees.
- Establish channels of communication which positively encourage all employees and, as appropriate, their representatives to contribute to improvements in our environmental performance.
- Provide information, advice, training, and supervision to ensure that people under our control know their responsibilities and are competent to undertake their activities with the aim of continually improving their understanding of environmental matters and our environmental performance.

Responsibilities

Business Governance - Responsibility for the effective management of environment risk rests with the Managing Director (MD). The MD has nominated the Head of Compliance to act on their behalf to monitor the execution of this policy throughout GEL. The GEL Board will receive regular reports from the MD

The Businesses - Each Operating Department shall implement the GEL integrated management system and develop business specific requirements, as necessary, to ensure delivery of operational excellence.

Line management – Protection of the environment is a line management responsibility. Each manager will make regular assessments of the environmental aspects and impacts associated with their area of responsibility and ensure that the

Environmental Policy Statement

environmental processes, procedures, and controls are sufficient to control the environmental hazards inherent to their activities.

Employees - All employees have a responsibility to protect and enhance the environment. They must fully co-operate with their managers and colleagues to protect and enhance the environment.

Communication of the Policy

This policy will be displayed on noticeboards and brought to the attention of other stakeholders as required.

Kevin O’Leary

Interim Managing Director For and on behalf of the board

Summary

Greener Ealing Ltd (GEL) is committed to achieving operational excellence in providing solutions that deliver a quality service to our customers. The monitoring and assurance of customer and stakeholder satisfaction is fundamental to all work undertaken by our business. We are committed to delivering an assurance programme that drives compliance with the integrated management system, which encourages continual improvement, and ensures our activities consistency.

Principles

Our quality performance is fundamental to our strategic objective to deliver operational excellence. We will adhere to the following principles in delivering our quality commitments:

We will maintain an Integrated Management System that is externally assessed and certified to the requirements of ISO 9001 – Quality Management Systems. We will:

- Comply with all regulatory and other applicable requirements.
- Incorporate client quality requirements into our integrated management system and ensure that these are met.
- Formally measure our business performance through the delivery of a planned programme of inspections and audits.
- Ensure progress against our quality objectives is measured, monitored, and reported through setting, updating, and publishing quality key performance indicators and associated performance targets.
- record quality-related events and incidents, review and investigate, and address through root cause analysis (RCA) and effective corrective actions.
- establish channels of communication which ensure that quality performance is effectively communicated, and which encourages all employees to contribute to improvements in our quality performance.
- invest in innovation and collaboration to deliver operational excellence and meet stakeholder requirements.
- provide information, advice, training, and supervision to ensure that people under our control understand their quality responsibilities and are competent to deliver operational excellence.

Responsibilities

Business Governance - Responsibility for the effective management of quality rests with the Managing Director (MD). The MD has nominated the Head of Compliance to act on their behalf to monitor the execution of this policy throughout Greener Ealing Ltd. The GEL Board will receive regular reports from the MD

The Businesses - Each Operating Department shall implement the GEL quality management system and develop business specific requirements, as necessary, to ensure delivery of operational excellence.

Line management – Quality is the Operational management responsibility. Each manager will make regular assessments of the quality hazards and risks associated with their area of responsibility and ensure that the quality processes, procedures, and controls are sufficient to achieve operational excellence and great service.

Employees - All employees have a responsibility to deliver operational excellence. They must fully co-operate with their managers and colleagues to deliver great service that consistently satisfy the requirements of our customers and stakeholders.

Communication of the Policy

This policy will be displayed on noticeboards and brought to the attention of other stakeholders as required.



Quality Policy

Kevin O'Leary

Interim Managing Director For and on behalf of the board

REFERENCE GEL-QA-QUALITY-PO-01
VERSION 1.0
DATE 23/03/2021

UNCONTROLLED
IF PRINTED

PAGE 2 OF 2

Report Title	Formal Recognition Agreement – GEL and GMB union		
Meeting	Greener Ealing Board Meeting		
Date	April 2021	Agenda Number	8.
Type of Report	For Approval		
Author	Bill Gilmour can be contacted on gilmourw@ealing.gov.uk		
Background	<i>To ratify the Recognition Agreement agreed between GEL management and the GMB Union; and to approve this as the process by which collective bargaining and consultation will be conducted at GEL.</i>		

Introduction

GEL’s management has worked closely with representatives of the GMB union, in the months leading up to the transfer of the Ealing contract from Amey (July 2020) and in the 9 months or so since then – we believe this has been to our mutual benefit.

During the past few months, we have explored the possibility of agreeing a formal Recognition Agreement and have concluded that this would demonstrate GEL’s commitment to using the process of consultation to achieve results beneficial to the Company and the employees.

Accordingly, after much discussion, we have agreed the attached formal Recognition Agreement.

The Board is asked to ratify this Recognition Agreement; and to approve this as the process by which collective bargaining and consultation will be conducted at GEL.

RECOGNITION AND PROCEDURAL AGREEMENT

BETWEEN

Greener Ealing Limited (GEL)

AND THE

G.M.B.

CONTENTS

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RECOGNITION & PROCEDURE AGREEMENT

1. PREAMBLE

- 1.1 This Agreement between Greener Ealing Limited GEL (hereinafter called the Company) and Representatives of the GMB (hereinafter called the Union) covers the pay, terms and conditions of employment of all GMB members within the scope of the Agreement.
- 1.2 In addition to main terms and conditions of employment established in this document, the Agreement also establishes provisions for the avoidance of disputes and the conducting of other industrial relation matters within the Company

2. RECOGNITION

- 2.1 The Company recognises the right of the GMB to represent and negotiate on behalf of its members who are employed by the Company on the Ealing environmental services contract.
- 2.2 The representation will be through Shop Stewards and Regional Officials of the Union (hereinafter called staff representatives).
- 2.3 The Company hereby confirms the right of the GMB as the sole bargaining agency for collective issues concerning conditions of employment for their members.
- 2.4 The Company and the Union accept the right of all employees to choose whether or not they wish to belong to a union. The Company confirms that new employees will be advised that the GMB is the Company's recognised trade union.
- 2.5 The Company will offer the facility of check-off for employees who wish to pay GMB union contributions, from their wages/salaries.

3. GENERAL PRINCIPLES

- 3.1 The Company and the GMB agree they have a common objective in using the process of consultation to achieve results beneficial to the Company and the employees.
- 3.2 They jointly agree that matters of change or dispute are best resolved



through the process of discussion and agreement or, failing agreement and after exhausting the internal processes, through a system of either voluntary conciliation or binding arbitration.

- 3.3 Where statutory rates are in place, such as London Living Wage, for any groups of staff under this agreement, statutory updates will be implemented automatically, in line with the Company's annual pay review in April each year.

4. STAFF REPRESENTATIVES

- 4.1 The parties agree that GMB representatives shall be elected to carry out their duties in accordance with GMB rule.
- 4.3 Supervisors and Managers will be eligible to stand for election as a staff side representative only, to avoid any conflict of interest.
- 4.4 The GMB will inform the Company in writing, of the names of any new GMB representatives, within 5 working days of their election/appointment.
- 4.5 Newly elected staff representatives will attend initial support training conducted by the GMB covering such matters as collective agreements, other conditions of employment, negotiating procedures, GMB policy and management organisation. Attendance at such a course(s) will be at a mutually agreeable time.
- 4.6 The Company recognises the importance of such training and will provide paid leave of absence to attend the appropriate courses recognised by the GMB. This will include representation at GMB Annual Conference, for one GEL representative.
- 4.7 Reasonable paid time shall be afforded to staff representatives to enable them to carry out their duties within the framework of this agreement.
- 4.8 An employee, when confirmed in his or her appointment as staff representative, shall be assured of the maintenance of their normal earnings in respect of all time spent by them in carrying out their duties.
- 4.9 If this requires a Staff Representative to be away from his/her place of work, he/she will first obtain the permission of his/her supervisor/manager. Such permission will not be unreasonably withheld.

5. UNION FACILITIES



- 5.1 Any meetings between representatives of the Company and the GMB will normally be held during the working day.
- 5.2 The Company recognises that on certain occasions GMB staff meetings can, with mutual advantage, be held on the Company's premises, either during or outside working hours, subject to the availability of appropriate rooms.
- 5.3 The timing and duration of such meetings will be agreed by the appropriate manager. Permission to hold these meetings will not be unreasonably withheld.
- 5.4 Reasonable facilities, including an office and lockable storage, will be made available by the Company for GMB officials and representatives to communicate with their members.

6. CONSULTATION

- 6.1 Senior management from GEL will meet formally with the GMB Regional Organiser and full-time Convener, to discuss issues of local importance. Such meetings will be held four times per year or more frequently, if required.
- 6.4 Where appropriate, additional meetings involving managers and local GMB representatives may be requested by either party.

7. TRAINING

- 7.1 Both the Company and the GMB welcome training, re-training and career development of staff as a priority and as an investment for the future.
- 7.2 The Company accepts that it is the right of an individual worker to be trained to maximise personal skills in order to fulfil his/her potential in the context of rapidly changing skill requirements.

8. GRIEVANCES/DISPUTES

- 8.1 As per section 3 above, issues affecting individuals or groups will be pursued in the first instance through the Company's internal processes.



- 8.2 Where matters remain unresolved after this, the GMB may request a **Stage 2** meeting at which a senior member of management will meet with a senior GMB representative, to discuss matters further, with a view of reaching a satisfactory resolution.
- 8.3 Where matters remain unresolved after this, both sides will discuss the next stage (**Stage 3**) which may be an approach to ACAS or an independent mediator.

9 REVIEW AND TERMINATION

- 9.1 This Agreement will be reviewed after a period of 3 months from the date of implementation, as indicated by the dated signatures below.
- 9.2 Any variations will be by written agreement of both parties.
- 9.3 In the event of either party wishing to terminate this agreement, the other party will be given 3 months' written notice, during which time the Agreement will remain in place.

Signature *K O'Leary*(GEL)

Position: ...**Managing Director**.....

Date**7th March 2021**.....

Signature *Keith Williams* (GMB)

Position: **Senior Organiser**.....

Date**4th March 2021**.....

Report Title	GEL – Overtime Review		
Meeting	Greener Ealing Board Meeting		
Date	15 th April 2021	Agenda Number	9.
Type of Report	For noting/Approval/Information		
Author	Kevin O’Leary – Kevin can be contacted on olearyk@greenerrealing.co.uk		
Background	<p><i>This report provides the Board with a view on overtime worked on the contract. It covers measures already taken to reduce overtime levels, current levels, costs, factors which drive the need for overtime, and future steps to reduce further the use of overtime to deliver the service.</i></p> <p><i>The Board is asked to note the progress to date.</i></p>		

Introduction

Overtime is an expensive method of utilising labour, costing premium rates for the least productive period in the working day ie when staff are at their most tired. In consequence it also has health and safety implications for the staff concerned. It is therefore a key target for the business to reduce the amount of overtime worked and where possible, eliminate it. Success in overtime reduction improves the health and safety outlook for staff, and the financial health of the business. It also means that more of the work output is delivered during the prime productive timeframe of standard shift hours, rather than the less productive hours after the end of normal working hours, either within the day, or after the end of a five-day week.

This report sets out the process, progress to date, and options currently being considered for overtime reduction across the four service areas – Collections/Cleansing/Grounds Maintenance including Cemeteries/Household Waste & Recycling Centres.

Objectives

Reduce and where possible eliminate overtime to lower labour costs (64% - the biggest single cost head for the contract) while improving health and safety for staff.

Greener Ealing – Overtime Review Process:

As part of the budget process, each operational service head has provided information to identify planned overtime which is expected to be incurred in order to deliver the service as a whole. This is incorporated in the budget.

The overall annual overtime hours are budgeted at a cost of £1.6 million which is 7% of turnover. As a major cost heading, this alone makes it a key item for management and control and when allied to the health and safety implications it is clear that it is one of the most important areas for focus.

This budget total is compiled from the following planned service requirements, plus an allowance for dealing with the inevitable issues that arise on a complex operation delivering services, some operating 7 days/wk, with c. 330 staff, and 146 vehicles.

Collections:

- Saturday 'Missed Collection' and 'Trade Collection' Crews – 52 wk requirement
- Bank Holiday working on 5 days – full service
- Saturday working, 3 catch-up days (covering Xmas & New Year B/Hs) – full service

Street Cleansing

- Saturday & Sunday work to maintain 7 day/wk standard – skeleton team (32 staff)
- A40 Slip Road & Traffic Island – team of 6 every 4 weeks; 1 Mech driver x 52 wks
- Emergency call out cover – 1 supervisor on call x 52 wks
- Good Friday – full service
- Bank Holiday service on 4 Mondays – skeleton team (32 staff)
- Saturday working, catch-up after 7 Bank Holidays – skeleton team (32 staff)

Grounds Maintenance

- Saturday and Sunday, April-Sept sports grounds and litter in parks – 15 staff
- Weekends Oct-March – 11 staff on Sat, 13 staff on Sundays
- Saturday and Sunday, full year 2 static operatives
- Contractual requirement, supervisor 10 hrs/wk and driver 15 hrs/wk – 52 wks
- 5 Bank Holidays – Sunday service 13 staff

HWRCs

- Saturday and Sunday working, 52 wks – full staffing levels
- Bank Holiday working - full staffing levels

Trackers have been set up to identify the number of overtime hours worked each week showing variance against the planned hours, this includes both the actual cost and variance against budget. The variance is the emergent overtime worked as a result of any service delivery issues where it is necessary to deploy staff for overtime hours in order to complete contracted work which should be carried out during standard shift hours. In effect this is the use of ad-hoc overtime to rectify something which has gone wrong in the daily operation eg vehicle breakdown, staff shortage, delays at the tipping locations etcetc.

The trackers (see appendix) are updated weekly and reviewed by the management team to identify the cause of any variance to budget. Subsequently this forms part of the discussion in the regular service review meetings in order to work out measures to reduce and where practical, eliminate overtime through operational changes allied to more robust planning.

Steps taken so far have reduced the average weekly run rate of 1538 hrs at the start of the contract to 1310 hrs for recent weeks, this is an annualised saving of just under 12,000 hrs with a full year cost benefit of c. £264,000

Timeline and brief summary of completed improvements up to 28/3/21:

- 16/10/20 Number of supervisors on Saturday AM shift reduced from 2 to 1, a saving of 8 hours overtime every week – annualised overtime reduction 416 hours.
- 16/10/20 Use of supervisor out on early morning Red Route collections with crew stopped, saving 4 hours overtime every weekday - annualised overtime reduction 1040 hours.
- 29/11/20 A40 and related cleansing work switched from every weekend to every 4 weeks. Work originally carried out overnight with a team of 7 on an 8hr shift at triple time. There is a weekly overnight cleanse by mechanical sweeper which is sufficient to maintain standards in between the 4 weekly cleanses.
- 1/02/21 Red Route collection service remodelled; service delivered by 2 permanent teams working standard rate shifts servicing the Red Route collections from 4-6am and then providing 2 All Zones teams – savings on overtime; creation of 3 additional permanent roles; provision of 2nd All Zones team.
- 22/02/21 Refuse & Recycling 16 & 17 created as permanent planned rounds to shift collection work from overtime to prime time. The overtime arose as a result of imbalanced individual rounds having too much work.

Options overview – key areas for further review

- **Flats collections** – being analysed and rescheduled to avoid overtime.
- **Part-time working** - enable flexible staffing requirements at weekends ie fulfil the 7 day/wk requirements of the contract without needing to ask Mon-Fri staff to work at the weekends.
- **A40 Cleansing** – This is now a service delivered every 4 weeks but still at premium cost due to unsociable overnight hours. We will continue to review other options for service delivery.
- **4 Day working** – we are interested in exploring options that alter the working week. This may reduce Bank Holiday working for collections.

We will continue to explore all options and keep the Board advised of progress.

Report Title	GEL – Key Performance Indicators (KPIs) and Operational Performance Report		
Meeting	Greener Ealing Board Meeting		
Date	15 th April 2021	Agenda Number	10.
Type of Report	For noting/Approval/Information		
Author	Kevin O’Leary – Kevin can be contacted on olearyk@greenerEaling.co.uk		
Background	<p><i>This report details the Key Performance Indicators for Greener Ealing Ltd up to March 2021. It is a combination of key business indicators for GEL and the agreed suite of key performance indicators arising from the service agreement discussions with Ealing Council.</i></p> <p><i>Collectively they provide an understanding of what is important in terms of overall contract performance and, in addition to the immediate service delivery imperatives, include wider objectives important to GEL and LBE e.g. environmental performance, resident satisfaction.</i></p>		

Introduction

It is essential that any business monitors and measures what is important in terms of finance, operational performance and other key activities. This report sets out the Key Performance Indicators for GEL.

Format and Detail

See below for the March monthly internal key business indicators. These are presented in a summary table to enable an easy-to-view snapshot of the current state of the business with previous months’ data for comparison.

The same approach has been taken with the Service Agreement (KPIs) agreed with LBE. These indicators report on the frontline service delivery and are also presented in an easy-to-view summary table. RAG status helps to provide immediate focus on what is functioning well and more importantly, what requires particular attention to improve performance. See attached the full March Performance Report provided to LBE which includes the summary table and commentary on operations.

Grounds Maintenance now has inspection scores for quality of maintenance in both parks and cemeteries.

Greener Ealing – Key Performance Indicators:

Internal GEL business indicators

Internal GEL business indicator - summary sheet

Indicator	Target	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21
RIDDORs	-	0	1	0	1	0	0
No Lost Time Incidents	-	1	3	4	0	1	3
Lost Time Incidents	-	0	0	0	0	0	0
Vehicle Availability	95%	100%	100%	100%	100%	100%	100%
MOT Pass Rate	98%	98%	100%	100%	100%	100%	100%
Average Sickness %	3%	7.64%	6.89%	6.36%	7.49%	7.87%	7.78%
ER Cases	-	3	2	1	0	0	0
Staff Turnover	-	0	2	2	1	1	1
YTD Actual	-	£173,499	£29173	£246,274	£453,733	£395,413	TBC
FY Forecast	-	£84581	£185,802	£340,500	£445,721	£447,994	TBC
Additional Revenue	-	£110,436	£98,385	£225,045	£86,118	£20,076	TBC

KPI Operational Performance Report (provided to LBE) attached below:

GEL Monthly Performance Report

March 2021.

Contents

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3) Waste Collections	4
4) Street Cleansing.....	4
5) HWRCs.....	Error! Bookmark not defined.
6) Grounds Maintenance & Cemeteries	6
7) Complaints	6

1) Summary

Indicator	Target	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21
Missed Rectification %	100% within 24 Hours	99%	99%	100%	100%	100%
Right First Time %	-	99.95%	99.96%	99.99%	99.97%	99.96%
Assisted Missed Collections	Zero	3	8	6	7	2
Missed per 100k by Service						
<i>Refuse</i>	< 100	31	62	47	45	56
<i>Recycling</i>	< 100	40	52	47	37	44
<i>Food</i>	< 100	24	38	29	29	28
<i>Garden</i>	< 100	156	73	37	40	150
Streets A&B Inspection %	85%	84.31%	92.50%	82.27%	90.48%	87.92%
Flytip Clearance	95%	100%	99%	100%	98%	99%
Flytips Reported	-	955	920	833	832	959
Bulky Waste Service	100%	99%	94%	100%	99%	99%
No of Container Requests	-	867	534	890	890	2021
Container Delivery %	100%	86%	67%	100%	100%	100%
Parks Quality	95%	-	93.88%	93.17%	94.33%	94.40%
Cemeteries Inspections	95%	-	-	-	87.50%	87.50%
HWRC Materials Recovered	-	465t	332t	297t	319t	475t
HWRC Visit Numbers	-	10021	9344	7798	7533	8956
HWRC Recycling Rate %	-	59.95%	52.41%	58.32%	54.21%	58.14%
Customer Complaints	-	161	75	55	54	78

2) Commentary

March Performance

This report covers data from November to March, and commentary on the overall March performance of GEL including the HWRC sites at Greenford and Acton.

Covid-19 remains a key factor with the contract operating in lockdown for March but no significant impact on service delivery so far. Numbers of affected staff are monitored and reported daily, recently at 15 and expected to fall, including all those shielding, quarantined and/or self-isolating.

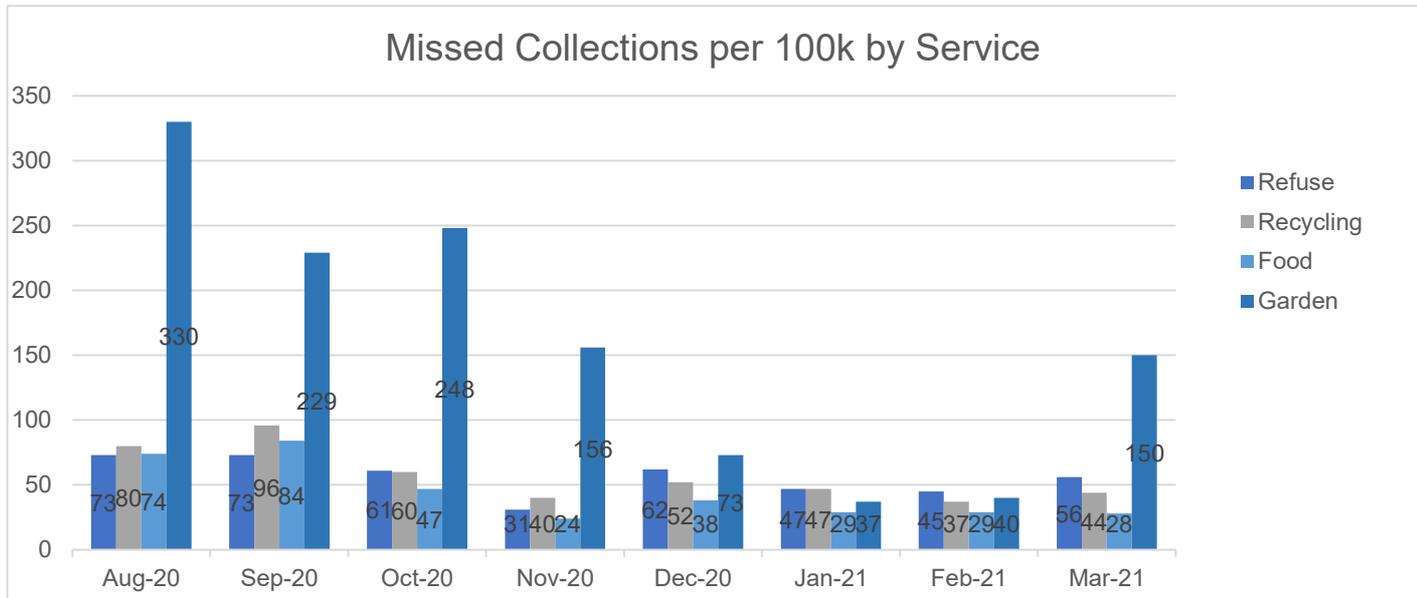
Overall performance was consistent in March, similar to February with some minor variations. Details are addressed in individual service commentaries.

This report covers the following:

- Performance of Collections

- Performance of Street Cleansing
- Performance of HWRCs
- Grounds Maintenance & Cemeteries

3) Waste Collections



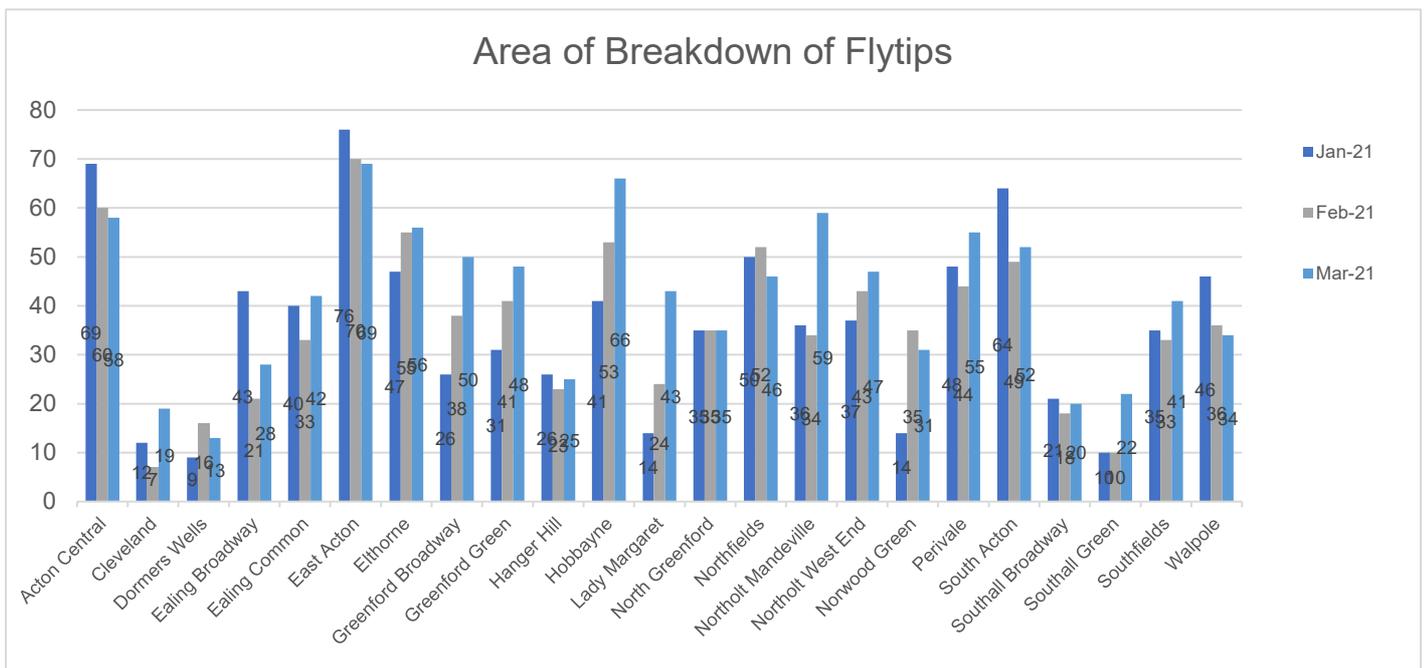
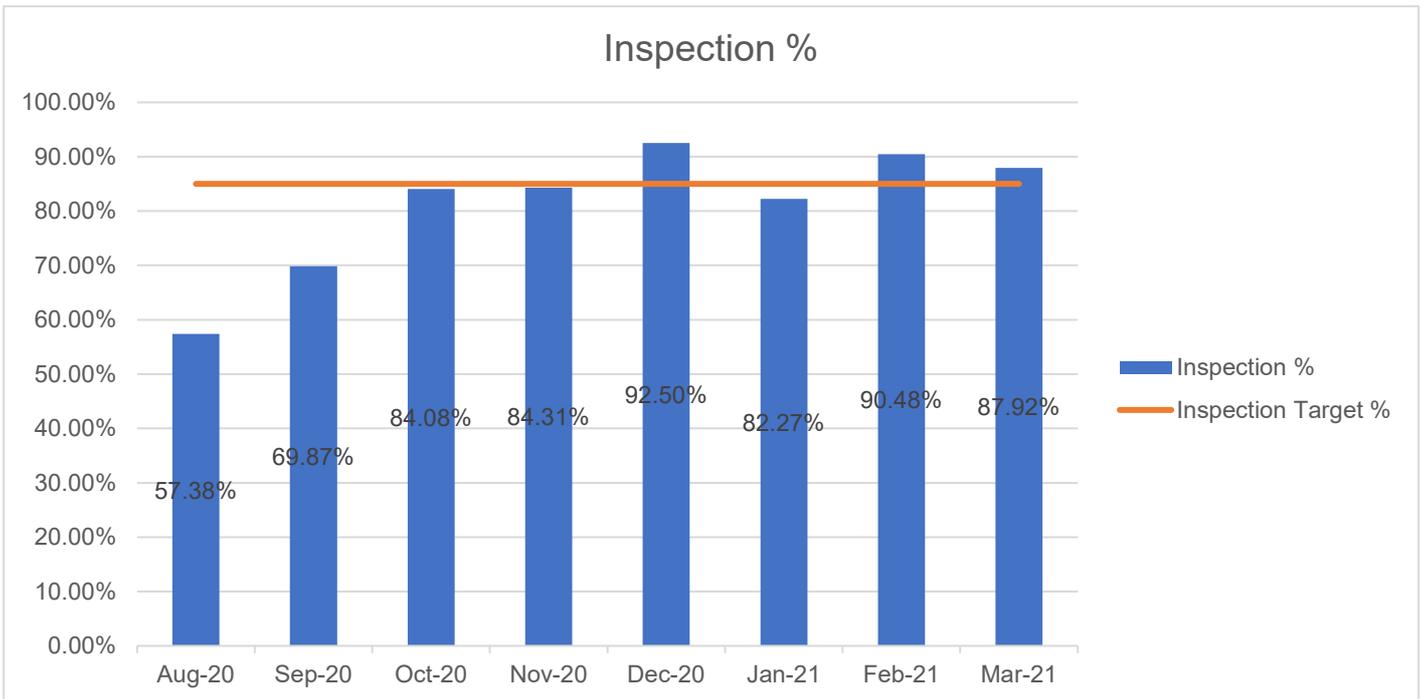
Collections – Commentary

- A reasonable month, with missed collections stable across service streams apart from Garden Waste.
- Missed assisted collections has improved.
- A disappointing spike in missed collections on the Garden Waste service is receiving operational focus. To give it context, the actual numbers are 50 missed out of a monthly total of 39,250 collections.
- Container requests total 2021, more than double the previous month reflecting the start of the annual renewal of Garden Waste subscriptions n.b.100% delivery within SLA.

4) Street Cleansing

Street Cleansing - Commentary

- First time A+B performance for March was 87%, a reduction from 90% in February, but an acceptable performance.
- Fly-tip removal performance at 99% for the month.
- In-house weed spraying program started in March, early indications are that it is an improvement on the use of external contractors.
- Trial use of ward specific solo teams proving successful to date.



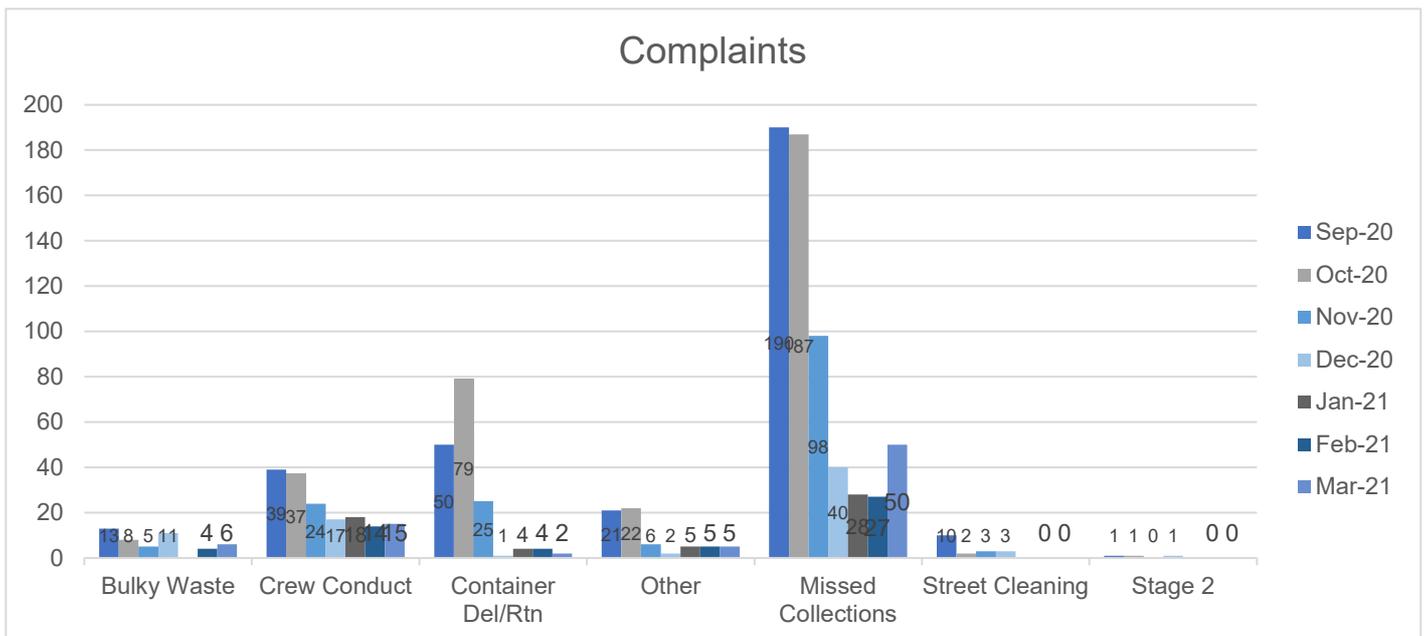
5) HWRCs

- Good overall performance.
- 18% more visitors in the month.
- Increase in March recycling rate to 58% with 475t of material recovered.
- Booking system continues to work well.
- Review of long-term site plant/machinery requirements ongoing.

6) Grounds Maintenance & Cemeteries

- Joint inspection of parks - score gradually increasing at 94% acceptable or better.
- There has only been the one cemetery joint inspection (in February) so the 87% score has been carried over to March as well. This was undertaken in Greenford Cemetery, and indicated a need for focus in some areas.

7) Complaints



General

- A good performance across the board in March, with generally stable KPIs.
- The complaints for March are showing as green despite an up-tick in numbers. This reflects the fact that overall complaint numbers are still well below the 300 plus experienced last autumn. They are being monitored, with internal oversight on both root cause and response process.

Report Title	Finance Update – April 2021		
Meeting	Greener Ealing Board Meeting		
Date	15 April 2021	Agenda Number	12.
Type of Report	For Approval		
Author	Katarina Pohancenikova		
Background	<p>Executive Summary This report notes:</p> <ol style="list-style-type: none"> 1. Month End Greener Ealing draft net surplus shows a positive variance of £286k. 2. Outstanding Finance Issues The unresolved finance issues with the Council are: Start-up costs treatment, Loan facility agreements, Premises lease, Financial Accounts for year ending 30th June 2020. 3. Lease Finance All vehicles have now been delivered and subleases signed. 4. Loan Finance GEL Management would like to ask the Board to approve a money market loan of £0.550m for the period of three months until loan facility agreements are in place. 5. Bank Update Company credit card spend. <p>Recommendations:</p> <p>To note the overall draft financial position to 31st March 2021.</p> <p>To approve money market loan of £0.550m until the loan facility agreements are signed.</p>		

system -

1. Month End
Greener Ealing Ltd
Statement of Comprehensive Income (£'k)

	Full Year			Full Year		
	Actual	Budget	Variance	Forecast	Budget	Variance
Turnover	(16,329)	(15,841)	(488)	(16,197)	(15,841)	(356)
Staffing costs	8,388	8,598	(210)	8,403	8,598	(195)
Agency Costs	2,256	1,214	1,041	2,171	1,214	957
Other staffing costs	143	220	(77)	202	220	(18)
Total staffing costs	10,786	10,033	754	10,776	10,033	744
Other Direct Costs	360	365	(5)	343	365	(22)
Depreciation & Amortisation	174	283	(109)	174	283	(109)
Vehicle Costs	3,183	3,127	56	3,053	3,127	(74)
Plant Costs	286	282	4	281	282	(0)
Property Costs	749	659	90	651	659	(7)
Communications	9	-	9	9	-	9
ICT Costs	116	137	(21)	120	137	(16)
Service Recharges	48	553	(505)	59	553	(495)
Professional Fees	280	313	(33)	273	313	(40)
Operating costs	5,204	5,718	(513)	4,964	5,718	(754)
OPERATING DEFICIT/(SURPLUS)	(339)	(91)	(248)	(457)	(91)	(366)
Net funding costs	53	6	47	9	6	3
NET DEFICIT/(SURPLUS) BEFORE TAX	(286)	(85)	(201)	(448)	(85)	(363)
Corporation Tax	-	-	-	-	-	-
NET DEFICIT/(SURPLUS) AFTER TAX	(286)	(85)	(201)	(448)	(85)	(363)

The overall draft financial position to 31st March 2021 is a surplus of (£286k) against a budgeted surplus of (£85k). Key variances relate to:

- Turnover favourable variance of £488k as a result of non-contractual work provided: £573k non-core income such as weed spraying, leafing, additional streets cleansing, grounds maintenance; £29k pass through bags; £22k salary recharge and £95k Go Plant lease recharge. Extra core income of 231k for a term from 1st July to 4th July 2020 has been paid back to the Council.
- Staffing costs adverse variance of £754k due to additional requirements of non-contractual works. GEL absorbed additional costs of AMEY holiday balance from 1st March to 4th July 2020 estimated at £130k, 2% pay rise of £90k from 1st April to 4th July 2020 and £80k GEL payment recognition.
- Operating costs positive variance of (£513k)
 - (£505k) Service recharges & Business rates inclusive of budget gap not allocated to specific costs
 - (£109k) Rephased depreciation and amortisation of start-up costs based on the current draft loan facility agreements
 - (£33k) Other professional fees and training costs
 - (£12k) ICT recharge costs now agreed with the Council offset with website costs
 - (£5k) Other



- £90k Premises lease charge for 2020-21; Go plant lease recharge
- £60k Vehicle and plant hire costs; increased end of contract damages covered by savings on repairs, fuel and insurance
- Funding costs adverse variance of £47k - following receipt of £902k money market loans in April 2020 and July 2020 provided to GEL by the Council, the initial interest rate charged on the loans under the money market terms were between 0.25% and 1.25%. The interest chargeable have been increased to 850 basis points above 1 year Inter Bank Operating Rate (IBOR) as per the EU Commission site in order to comply with state aid subsidy control rules. The Council funded the increase in the interest costs over the 2020-21 budgeted interest.

2. Outstanding issues

GEL management is in a discussion with the Council representatives to resolve the outstanding issues and agree on costs recoverability. The below summarises outstanding areas with the potential impact on GEL financial results:

- Start-up costs treatment
 - Revenue start-up costs – submitted claim of £716k currently being reviewed by the Council to agree if these costs can be treated as revenue start up and recovered back by GEL
 - Capital start-up costs – submitted capital spend of £1,053k currently being reviewed by the Council. The Council has decided to charge capital start-up costs to GEL with GEL using loan facility to finance these costs.
- Loan Facility funding
 - GEL worked closely with its external legal advisors, Anthony Collins Solicitors and the Council's Finance and Legal team to finalise the term loan facilities consisting of a Working capital loan facility agreement for up to £1.1m, a Fixed capital loan facility agreement for up to £1.1m, an Operator licence loan facility agreement for up to £0.3m and provided security for the facility agreements in the form of a debenture.
GEL management obtained written resolutions from GEL Board to delegate the authority to enter and sign the documents to Managing Director with the signing scheduled on 31st March 2021. The Council's Chief Finance Officer requested more time to review the agreements in detail to ensure that there is a consistency with other loan agreements that are in place at the Council. Depending on the final version of the loan facility agreements and debenture documents, we may need to come back to GEL Board for reapproval for these documents.
 - On 31st March 2021 GEL repaid back £0.902m money market loans provided by London Borough of Ealing with the additional interest of £63k to comply with state aid and subsidy control rules. Written resolution signed by the Board approved for GEL to enter and sign Supplemental agreement between GEL and the Council for the increased interest costs to be charged and recovered by GEL.
- Company financial results for year ending 30th June 2020 are being audited by Deloitte. There has been a delay in finalising GEL's accounts due to a different opinion on revenue start-up costs accounting treatment between the Council, GEL and Deloitte.

Deloitte have been provided with further revenue start-up cost details split to various categories to establish whether it is possible that part of these costs could be argued to be directly attributable to the contract. However, Deloitte still believe that majority of the reimbursement cost should be accounted as a capital contribution rather than revenue. We are waiting for the Council's response.

- Under the terms of current Licence, rental payment for a term from 3rd July 2020 until 31st March 2021 paid at **£630k** plus VAT. No update has been received in terms of timeline for finalising head lease.

In financial year 2020-21 GEL will absorb following costs:

- Covid-19 costs of **£211k** incurred on short term hire, PPE, etc.
- Additional payroll costs currently absorbed by GEL:
 - **£68k** additional LGPS costs as the total number of employees to be admitted to the LGPS scheme increased from budgeted 15 to final 25.
 - **£130k** additional costs of AMEY holiday balance relating to period from 1st March to 4th July 2020
 - **£90k** 2% salary increase with a back-pay claim for the period from 1st April to 4th July to the Council
 - **£132k** additional 4 days leave for staff agreed by AMEY nationally in April 2020

3. Lease Finance

All lease vehicles have now been delivered and sub-lease contracts signed.

4. Loan Finance

Following repayment of money market loan and loan facility agreements not being signed, GEL management would like to ask GEL Board to approve a drawdown £0.550m on money market loan from the Council for the period of three months to ensure funding is in place for commitments of the company.

5. Bank Update

GEL Company credit card spend for February and March 2021:

Expense Type	£	Comments
Other Expense	50	Funeral flowers
European Metal Recycling Lt	180	Commercial fridges removal
The Cartridge People Ltd	397	Cartridges
PCN Fines	445	Fines
Tfleetline marker	499	Line markers equipment
TVs for Office	698	2 x TV monitors for office communication
Office Furniture	1,438	Office desks, chairs
	3,707	

Report Title	Finance Update – April 2021		
Meeting	Greener Ealing Board Meeting		
Date	15 April 2021	Agenda Number	13.
Type of Report	For Approval		
Author	Katarina Pohancenikova		
	<p>We have drafted the GEL Contract Procedure Rules for Board approval.</p> <p>The Local Government Act 1972 requires the Council and its trading companies to have standing orders for how it enters into contract. Contract Procedure Rules provide the governance structure for the company to procure works, goods and services.</p> <p>These mandatory rules apply to everyone who commissions or procures contracts of behalf of Greener Ealing Ltd, including external consultants and third-party providers. These rules are to protect the interest of GEL, its officers and members and the communities of Ealing.</p>		

GREENER EALING LTD CONTRACT PROCEDURE RULES

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SUMMARY OF KEY CONTRACT PROCEDURE RULES

Total Value	Competition	Advertising	Authority to tender or award	Signature of Contract	CPR
Up to £25,000	No competitive quotations required, but must demonstrate value for money Audit trail to be kept	None required	Service Manager's delegated authority	Service Manager	Part 2 Part 3
<u>QUOTATIONS</u> £25,000 to £74,999	Three competitive quotes	Advert in Contracts Finder or select from an Approved List, DPS or Framework Agreement	Managing Director or officer authorised by him/her formally in writing.	Managing Director or officer authorised by him/her formally in writing.	Part 2 Part 4
<u>TENDERS</u> £75,000 to PCR Thresholds	Five suppliers invited to tender (Six if there is an in-house bidder)	Advert in Contracts Finder or select from approved list, DPS or Framework Agreement	Up to £250,000– Managing Director' £250,000 to £500,000 – Board Over £500,000 – Shareholder's Representative, via the Board.	Managing Director (following Board or Shareholder's Representative decision if over £250,000/£500,000) or Executed as a deed by Greener Ealing Ltd (as appropriate)	Part 2 Part 5
<u>TENDERS OVER THE PCR THRESHOLD</u> Over PCR Thresholds	Use Restricted/Open procedure (unless advised otherwise by Legal)	Find A Tender advert and Contracts Finder Select from an Approved List DPS or Framework Agreement for Works contract	Up to £250,000– Managing Director' £250,000 to £500,000 – Board Over £500,000 – Shareholder's Representative, via the Board.	Managing Director (following Board or Shareholder's Representative decision if over £250,000/£500,000) or Executed as a deed by Greener Ealing Ltd (as appropriate)	Part 2 Part 6

Summary of Advertising, Notices and Reports Requirements

	Advertising/Notice Requirements	Contracts Finder at advertising stage	Contract Award Notices	Contracts Finder at Contract Award stage (https://www.gov.uk/contracts-finder)	Reports
Up to £25k	None required	None Required	None required	None required	None required but records to be kept
Between £25k and Threshold	Advert required unless using an approved list, Dynamic Purchasing System or Framework Agreement	Where advertised opportunity must also be published in Contracts Finder	Must publish within a reasonable time of contract award	Must publish within a reasonable time of contract award	None required but records to be kept
Above Threshold	Advertise in Find A Tender	Must advertise in Contracts Finder via Greener Ealing Ltd's eProcurement system	Must publish to Find A Tender when contract awarded, or Framework Agreement set up or Call Off made from a Dynamic Purchasing System	Must publish in Contracts Finder within 30 days of award of contract, conclusion of Framework Agreement or Call Off from a Dynamic Purchasing System via Greener Ealing Ltd's eProcurement system	For every contract awarded or Framework Agreement and Dynamic Purchasing System established requirement to draw up a report with information set out in CPR 41
Call Offs from Framework Agreements	None required	None Required	None Required	Must publish in Contracts Finder	Not required for Call off from Framework Agreement unless requested by Commercial & Procurement)

CONTRACT PROCEDURE RULES

Part 1 Introduction

The Local Government Act 1972 requires the Council (and therefore Greener Ealing Ltd as a Local Authority Trading Company) to have standing orders for how it enters into contracts. These Contract Procedure Rules are the standing orders required by the 1972 Act. They form part of Greener Ealing Ltd's Constitution and are, in effect, the instructions of Greener Ealing Ltd to officers for entering into contracts on behalf of Greener Ealing Ltd.

The purpose of these Contract Procedure Rules is to set clear rules for the purchase of works, goods and services for Greener Ealing Ltd and to ensure a system of openness, integrity and accountability, in which the probity and transparency of Greener Ealing Ltd's procurement process will be beyond reproach or challenge. Accordingly, these Contract Procedure Rules must be followed for **all** contracts for:

- the supply of goods to Greener Ealing Ltd;
- the supply of services to Greener Ealing Ltd; and
- the carrying out of works for Greener Ealing Ltd.

Greener Ealing Ltd is also subject to law with regard to public procurement, which requires all contract procedures, of whatever value, to be open, fair and transparent. These Contract Procedure Rules provide a basis for true and fair competition in contracts, by providing clear and auditable procedures, which, if followed, will give confidence that Greener Ealing Ltd has a procurement regime that is fully accountable and compliant with the law.

Following the Contract Procedure Rules will also help to ensure that Greener Ealing Ltd obtains value for money when it buys works, goods or services.

These Contract Procedure Rules are to protect the interests of Greener Ealing Ltd, its officers and members and the communities of Ealing.

Part 1 Definitions

Advertised	<p>(a) Greener Ealing Ltd advertises an opportunity if it does anything to put the opportunity in the public domain or bring the opportunity to the attention of economic operators generally or to any class or description of economic operators which is potentially open ended, with a view to receiving responses from economic operators who wish to be considered for the award of the contract; and</p> <p>(b) accordingly, Greener Ealing Ltd does not advertise an opportunity where it makes the opportunity available only to a number of particular economic operators who have been selected for that purpose (whether ad hoc or by virtue of their membership of some closed category such as a Framework Agreement), regardless of how it draws the opportunity to the attention of those economic operators</p>
Approved List	means a list of suppliers who have satisfied Greener Ealing Ltd as to their legal, financial and technical capacity to undertake contracts for Greener Ealing Ltd and may therefore be invited to tender or quote for appropriate contracts or such a list set up by another authority or organisation;
Award a contract	means to accept an offer by a supplier;
Board	means the board of Greener Ealing Ltd;
Chief Finance Officer	means the Chief Finance Officer of Greener Ealing Ltd;

Commercial Hub	means Ealing Council's Commercial Hub, engaged by Greener Ealing Ltd for procurement advice.
Concession Contract	<p>means a either a works or services contract for pecuniary interest concluded in writing by means of which one or more contracting authorities entrust the execution of works or the provision and the management of services (other than the execution of works) to one or more economic operators, the consideration for which consists either solely in the right to exploit the works or the services that are the subject of the contract or in that right together with payment; and that meets the requirements of 3(4) of the Concession Contracts Regulations 2016 (CCR 2016).</p> <p>Regulation 3(4) of the CCR 2016 further defines the necessary characteristics of the arrangement for the purposes of the regime, which are:</p> <ul style="list-style-type: none"> (a) the award of the contract must transfer to the contractor the operating risk in exploiting the works or services encompassing demand or supply risk or both; and (b) the part of the risk transferred to the concessionaire involves real exposure to the vagaries of the market, such that any potential estimated loss incurred by the concessionaire is not merely nominal or negligible.
Contract or contract	means the bargain or agreement between Greener Ealing Ltd and a supplier for the supply of works, goods or services including Concession Contracts;
Contract Document	means the document setting out the terms and conditions of the contract. A purchase order is a contract document. Although at law a verbal agreement may be a contract, contracts for Greener Ealing Ltd must always be supported by appropriate written contract documents;
Contractor	see Supplier ;
Contracts Finder	means a web-based portal provided by or on behalf of the Cabinet Office for the publication of information about contracts awarded (https://www.contractsfinder.service.gov.uk)
Business Plan	means Greener Ealing Ltd's business plan which sets out its priorities as amended from time to time
Greener Ealing Ltds Code of Conduct	means Greener Ealing Ltd's employee code of conduct which sets out the standards of behaviour that Greener Ealing Ltd expects of its employees as amended from time to time
Greener Ealing Ltd's Financial Regulations	means Greener Ealing Ltd.'s financial regulations which contain all financial accountabilities in relation to the running of Greener Ealing Ltd, including Greener Ealing Ltd budget and Greener Ealing Ltd policy framework
Insurance Manager	Means Ealing Council's Insurance Manager, engaged by Greener Ealing Ltd for insurance advice.

Dynamic Purchasing System or DPS	means the system referred to in regulation 34 of the Public Contracts Regulations 2015. A DPS is a procedure available for contracts for works, services and goods commonly available on the market. As a procurement tool, it has some aspects that are similar to an electronic framework agreement, but where new suppliers can join at any time.
E-Procurement System	means Due North or successor system approved by Commercial Hub.
Equalities Analysis Assessment	means the equality analysis assessment (EAA) process for identifying the potential impact of a policy (existing, revised, or new), procedure, project or practice on any disadvantaged or vulnerable people).
Find a Tender	means the website in which advertisements for contracts over the Public Contract Regulations thresholds are published from 1 st January 2021.
Framework Agreement	means an agreement between one or more contracting authorities and one or more suppliers which fixes the terms and conditions under which the supplier will enter into one or more specific contracts with an authority during the term of the framework agreement, which should be no more than 4 years;
Full Regime	means the rules and procedures under the relevant Public Contract Regulations other than those for the Light Touch Regime excluding the Concession Contracts Regulations 2016
Goods	see Supplies contract
Legal Services	means Ealing Council's Legal Services, engaged by Greener Ealing Ltd for legal advice.
Light Touch Regime	means the rules and procedures for the Light Touch Regime Services set out in Chapter 3 of the Public Contracts Regulations 2015 (as amended)
Light Touch Regime Services	Means those services listed in Annex 1 of the CPRs
Managing Director	the managing director of Greener Ealing Ltd;
Members of staff	means individuals who carry out the day to day work of Greener Ealing Ltd, either on a permanent or a temporary basis, and includes officers, interim post-holders, and agency staff but not consultants or suppliers;
Officer	means an individual who holds a post in Greener Ealing Ltd.'s establishment;
PAS 91 PQQ	means the PAS 91:2013 Construction prequalification questionnaires or its successor in a format approved by Commercial Hub.

PCR	means the Public Contract Regulations 2006, Public Contracts Regulations 2015 (as amended), Concession Contracts Regulations 2016, UK legislation affecting public sector contracts and any amendment, re-enactment, or replacement of any of them;
Public procurement legislation	includes the Public Contracts Regulations 2006, Public Contracts Regulations 2015 (as amended), Concession Contracts Regulations 2016, UK legislation affecting public sector contracts and any amendment, re-enactment, or replacement of any of them;
Purchase order	means Greener Ealing Ltd.'s official order form for the purchase of Works, Goods or Services;
Regulations	means the Public Contracts Regulations 2006, the Public Contracts Regulations 2015 (as amended) or the Concession Contracts Regulations 2016 (as applicable) as amended from time to time;
Quotation	means an offer by a Supplier to undertake a contract of £25,000 or more but less than £75,000 in value;
Service Manager	means the appointed manager of the relevant service area of Greener Ealing Ltd;
Services contract	means a contract for the provision of services to Greener Ealing Ltd;
Shareholder Representative	means an individual designated as the representative of the Council of the London Borough of Ealing as the sole shareholder of Greener Ealing Ltd.
SME	means an enterprise falling within the category of micro, small and medium-sized enterprises
Social Value	means activities, approaches and services that help to deliver measurable benefits to local communities' safety, health, prosperity, and quality of life, particularly: <ul style="list-style-type: none"> • Sustainability – environmental impact • Local economy • Support of corporate objectives • Beneficial impact on local communities – including furthering equalities and community cohesion.
SQ	means a standard selection questionnaire, which suppliers have to complete to provide evidence of or self-declare their legal, financial and technical capacity (including their health and safety and equal opportunities policies) to undertake a contract for Greener Ealing Ltd in a format approved by Commercial Hub;

Suitability Assessment Questionnaire (SAQ)	means a suitability assessment questionnaire in a format approved by Commercial Hub which suppliers have to complete for below Threshold tenders.
Supplier	means a supplier of works, goods or services to Greener Ealing Ltd;
Supplies contract	means a contract for the sale or hire of goods to Greener Ealing Ltd and includes, where appropriate, installation of goods;
Tender	means an offer by a supplier to undertake a contract of £75,000 or more in value;
Threshold	means the value in pounds sterling above which the Public Contract Regulations apply to a proposed public contract as set out at this link: https://www.gov.uk/government/publications/procurement-policy-note-new-thresholds-2020
TUPE Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any amendment, re-enactment or replacement of them.
Voluntary transparency notice	means a notice published in Find A Tender by Commercial Hub on the request of the Service Manager, which contains the name and contact details of Greener Ealing Ltd; a description of the object of the contract; a justification of the decision of Greener Ealing Ltd to award the contract without advertising it in Find A Tender; the name and contact details of the supplier to be awarded the contract and any other information Commercial Hub considers it useful to include;
VCSE	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.
Works contract	means a contract for the construction, repair or maintenance of a physical asset e.g. a building or a road;
Writing	Includes information transmitted by electronic means where the context requires it

Part 2

All contracts, whatever their value

1. APPLICATION AND SCOPE

Apply to:

- 1.1 All contracts for the supply of works, goods or services **to** Greener Ealing Ltd, regardless of value including Concession Contracts.
- 1.2 Contracts for the engagement of consultants to provide services to Greener Ealing Ltd that are part of a discrete project e.g. carrying out research, giving advice or managing a project or not part of the day to day work of Greener Ealing Ltd.

Do not apply to:

- 1.3 Contracts for the purchase or sale of any interest in land (including leasehold interests).
- 1.4 Contracts for the appointment of individual members of staff, including members of staff sourced through employment agencies under a corporate contract.
- 1.5 Grant agreements, either where Greener Ealing Ltd is giving or receiving a grant (Where Greener Ealing Ltd carries out a procurement using grant monies received the CPRs are likely to apply).
- 1.6 Supply of works, goods and services **by** Greener Ealing Ltd.
- 1.8 If a contract is being procured in collaboration with other local authorities, the Contract Procedure Rules of the lead authority shall apply. Assurance should be sought that the lead authority complies with its own contract procedure rules. Where Public Contract Regulations apply, Greener Ealing Ltd is jointly responsible with the other local authorities for compliance with the Public Contract Regulations 2015.

2. COMPLIANCE

- 2.1 Every contract entered into on behalf of Greener Ealing Ltd must comply with
 - these Contract Procedure Rules;
 - Greener Ealing Ltd.'s Financial Regulations; and
 - all relevant UK legislation.
- 2.2 The Managing Director and each service manager is responsible for ensuring that his/her department complies with these Contract Procedure Rules
- 2.3 All members of staff and consultants engaged in any capacity to manage or supervise the procurement of any works, goods or services for Greener Ealing Ltd **must** comply with these Contract Procedure Rules and failure to comply with these Rules may result in disciplinary action and legal proceedings against members of staff and consultants concerned.
- 2.4 Work must not begin under a contract until the contract document has been signed by both parties (or, if the only contract document is a purchase order, until the purchase order has been issued).

- 2.5 If Greener Ealing Ltd wishes to nominate a particular sub-contractor to a main contractor, the procedures in these Contract Procedure Rules must be followed to select the sub-contractor as well as the main contractor.

3. CONFLICTS OF INTEREST

- 3.1 All members of staff must avoid any conflict between their own interests and the interests of Greener Ealing Ltd. All officers of Greener Ealing Ltd must:
- not accept gifts or hospitality from organisations or suppliers that Greener Ealing Ltd has dealings with;
 - not work for organisations or suppliers that Greener Ealing Ltd has dealings with;
 - notify the Managing Director and relevant service manager if an officer has links with (e.g. a family member or close friend works for) an organisation or supplier who is tendering or quoting for a contract with Greener Ealing Ltd or already has a contract with Greener Ealing Ltd.
- 3.2 All consultants engaged to act on behalf of Greener Ealing Ltd must sign a Consultant's Undertaking and declare that:
- they will avoid any conflict between their own interests or those of any of their other clients and the interests of Greener Ealing Ltd; and
 - they will notify the Managing Director and relevant service manager if they have any links with (e.g. a family member or close friend works for) an organisation or supplier who is tendering or quoting for a contract with Greener Ealing Ltd or already has a contract with Greener Ealing Ltd.
- 3.3 If a Board member or a member of staff has an interest, financial or otherwise, in a contract or proposed contract, he/she must declare it in writing to the Managing Director and relevant service manager as soon as he/she becomes aware of the interest. A Board member or member of staff who has an interest in a contract must not take part in the procurement or management of that contract unless procedures have been put in place to manage the conflict of interest which have the written agreement of the Managing Director.

4. PREVENTION OF CORRUPT ACTIVITY

- 4.1 A contract may be terminated immediately, and any losses to Greener Ealing Ltd arising from the termination recovered from the Supplier, if the Supplier, or anyone acting on his behalf (with or without the Supplier's knowledge):
- offers or promises or gives a financial or other advantage to Greener Ealing Ltd, any member of staff or any consultant in connection with the contract; or
 - requests, agrees to receive or accepts a financial or other advantage so that some action in relation to the contract is performed improperly.

A declaration to this effect must be included in all invitations to tender or quote.

- 4.2 Any officer or consultant of Greener Ealing Ltd who becomes aware or has reason to believe that a supplier or potential supplier has committed one of the corrupt acts referred to in **CPR 4.1**, must report that to Managing Director immediately.
- 4.3 The attention of officers is drawn to Greener Ealing Ltd.'s Code of Conduct and Disciplinary Rules and Procedures. **Non-compliance with these Contract Procedure Rules**

constitutes grounds for disciplinary action and may be considered gross misconduct.

5. DUTIES OF SERVICE MANAGERS

- 5.1 To ensure that all contracts within his/her department comply with Contract Procedure Rules, Financial Regulations and all applicable public procurement legislation.
- To plan the procurement of and manage contracts within his/her department to ensure that contracts
- deliver value for money;
 - are operated effectively, efficiently and economically; and
 - are operated within the terms of the contracts themselves, so that Greener Ealing Ltd is not at risk of being in breach of contract.
- 5.2 To maintain a register of contracts entered into by his/her department and to ensure these are added to Greener Ealing Ltd.'s overall Contracts Register (which is held by the London Borough of Ealing on behalf of Greener Ealing Ltd, for procurement services). Contracts for less than £25,000 need not be recorded in the register.
- 5.3 Another Service Manager or a member of staff within his/her own department may be authorised to carry out his/her duties in respect of a particular contract or contracts generally.
- 5.4 To keep adequate records to show compliance with Contract Procedure Rules, Financial Regulations and all relevant legislation in his/her department.

6. VALUATION OF CONTRACTS

- 6.1 The Service Manager responsible for each contract must record an estimated value for the contract before any offers are sought.
- 6.2 The value of a contract is the **total** amount that Greener Ealing Ltd expects to pay for the contract, including any contract extension period. This may be a lump sum e.g. £250,000 or a periodic payment e.g. £50,000 per year for a 5-year contract = £250,000. If the contract is for an indefinite term, the value is the amount Greener Ealing Ltd expects to pay or receive over four years.
- The value of a Concession Contract shall be the total turnover of the concessionaire generated over the duration of the contract, net of value added tax, as estimated by the contracting authority, in consideration for the works and services which are the object of the Concession Contract and for the supplies incidental to such works and services.
- Ealing Council's Legal Services Team should be consulted to confirm the calculation of the value of a Concession Contract.
- 6.3 The Service Manager must not try to avoid compliance with these Contract Procedure Rules or the Public Contract Regulations by splitting a procurement for the same or similar works, goods or services into smaller, separate contracts except where permitted by the Public Contract Regulations to divide contracts into lots. If it will achieve better value for money, contracts for the same or similar works, goods or services must where reasonably practicable be aggregated into a single procurement of greater value with lots where possible.

7. USE OF CONTRACTS FRAMEWORKS AND COLLABORATION

- 7.1 Where appropriate Frameworks Agreements or Dynamic Purchasing Systems are available these must be assessed and used before deciding to conduct a tender exercise.
- 7.2 Wherever possible and practicable procurements should be done in collaboration with other public authorities (e.g. councils it provides services to) or other service areas within Greener Ealing Ltd.

8. FRAMEWORK AGREEMENTS DYNAMIC PURCHASING SYSTEMS AND APPROVED LISTS

- 8.1 It is recommended that Legal Services are consulted before commencing a tender or joining or buying from a Framework Agreement a Dynamic Purchasing System or an Approved List set up by an organisation or public authority other than Ealing's Greener Ealing Ltd where the expenditure will be more than the Threshold except for Works contracts where it is recommended Legal Services are consulted if the value is over £1m.
- 8.2 It is recommended Commercial & Procurement are consulted before setting up an Approved List, Framework Agreement or a Dynamic Purchasing System.
- 8.3 Board authority has been delegated to the Managing Director to join consortia, buying groups, Dynamic Purchasing Systems, Approved Lists or Framework Agreements set up by another body, and he must be consulted before joining or buying from those consortia, buying groups, Dynamic Purchasing Systems or Framework Agreements. Use of such systems is only possible where Greener Ealing Ltd or local authority trading companies have been included in the procurement.
- 8.4 A decision at the appropriate level will still be required to award a contract procured through consortia, buying groups, Dynamic Purchasing Systems, Approved Lists or Framework Agreements (see [CPR 35.2](#), [35.3](#) and [35.4](#)). This applies both to Dynamic Purchasing Systems, Approved Lists or Framework Agreements set up by Greener Ealing Ltd alone or set up by another public authority.
- 8.5 To select a supplier for a specific contract under a single or multi-supplier Framework Agreement or to conduct a Framework Agreement mini competition or award a contract under a Dynamic Purchasing System or an Approved List, the Service Manager, in consultation with Commercial Hub, must follow the procedure set out in that Framework Agreement, Dynamic Purchasing System or Approved List.
- 8.6 Successful and unsuccessful suppliers who participated in a Framework Agreement mini competition, a Dynamic Purchasing System or Approved List contract award procedure must be notified of the decision to award the specific contract.
- 8.7 All Framework Agreements, Dynamic Purchasing System agreements, Approved Lists, and specific contracts must be executed in accordance with Regulation 43
- 8.8 A Framework Agreement must not be longer than 4 years. If Greener Ealing Ltd wishes to establish a Framework Agreement of longer than 4 years, it is recommended advice is sought from Legal Services and Commercial Hub.
- 8.9 For all procurements, the requirements on advertising, notices and reports in the table headed Advertising, Notices and Reports for procurements must be complied with.

8A ELECTRONIC TENDERS AND E-PROCUREMENT

- 8A.1 Tenders may only be invited via the E-Procurement System which must be the default process. Where the E-Procurement System is not functioning, it is recommended advice is sought from Commercial Hub. Where the E-Procurement System is being used, any member of staff or consultant acting for Greener Ealing Ltd who receives a tender by email must delete it without opening it.
- 8A.2 Any tender documents which need to be signed by the bidders must be signed by hand by an authorised representative of the tenderer. Such documents may be submitted as part of the tender in electronic form.

8B CONTRACT TERMS

- 8B.1 **All contracts**, whatever their value, must include:
- a clear and comprehensive description of the works, goods or services to be supplied (the specification);
 - the price to be paid or income or share to be received by Greener Ealing Ltd under Concession Contracts;
 - appropriate and adequate levels of insurance cover
 - the time or times within which the contract is to be performed;
 - a provision allowing Greener Ealing Ltd to use information gained from the contract for preventing and detecting fraud;
 - a provision requiring the supplier to comply with requests under the Freedom of Information Act 2000 for information relating to the contract; and
 - a right for Greener Ealing Ltd to terminate the contract immediately in the event of corrupt activity and for Greener Ealing Ltd to recover its losses arising from the termination.

8C PAYMENTS UNDER THE CONTRACT

- 8C.1 As a general rule, **all** contracts, whatever their value, must provide for payment by Greener Ealing Ltd **after** supply of the works, goods or services. Periodic or stage payments under a contract are acceptable, may incentivise performance by the Supplier and in the case of most Works contracts are required by law. Exceptionally, and only with the consent of the Chief Finance Officer, a contract may provide for payment in advance of contract performance.

Part 3 – BELOW QUOTATION LEVEL
Contracts below £25,000

9. COMPETITION

- 9.1 The service manager need not obtain competitive quotations for contracts of less than £25,000 in value but must be able to demonstrate that Greener Ealing Ltd is receiving value for money and must maintain an audit trail of the procurement. Where appropriate, relevant consultation must be carried out.

10. PURCHASE ORDERS

- 10.1 All contracts must be in writing and a purchase order must be issued for every contract.

11. AUTHORITY TO ENTER INTO A CONTRACT – below Quotation level

- 11.1 Service Managers have delegated authority to enter into contracts below the Quotation level, provided that a budget has been allocated for that expenditure.

12. SIGNATURE OF THE CONTRACT – below Quotation level

- 12.1 Contracts below the Quotation level must be signed for and on behalf of Greener Ealing Ltd by the Service Manager responsible for the contract or an officer authorised by him/her.

Part 4 - QUOTATIONS
Contracts from £25,000 to £74,999

13. COMPETITION

13.1 Competitive quotations must be sought for contracts from £25,000 to £74,999 in value. If the contract opportunity is Advertised in any way, the contract opportunity must also be published in Contracts Finder within 24 hours of the time from the first advertisement.

14. PRELIMINARY STEPS – Quotations

14.1 An Initial Equalities Analysis Assessment screening must be carried out and, if required, a full Equalities Analysis Assessment.

14.2 Where appropriate, relevant consultation must be carried out.

15. PURCHASE ORDER AND TERMS AND CONDITIONS OF CONTRACT

15.1 All contracts must be in writing and a purchase order must be issued for every contract.

15.2 Refer to [CPR 8.15, 34.2](#), and [34.3](#) for terms and conditions.

16. AUTHORITY TO INVITE AND EVALUATE QUOTATIONS

16.1 Refer to [CPR 35.2](#)

16.2 The decision to invite quotations for a contract and the decision to award the contract must be separate decisions.

17. INVITATIONS TO QUOTE

17.1 The Service Manager must not use a two-stage procedure with a SQ or a PAS 91 PQQ, instead:

- (i) the opportunity must be placed in one or more appropriate journals or internet sites including in Contracts Finder (Where the contract opportunity is advertised in any way, the contract opportunity must also be published in Contracts Finder within 24 hours of the first advertisement);
- (ii) at least three Suppliers may be invited to quote from an appropriate Approved List at least one of whom should, whenever possible, be based in the London Borough of Ealing or
- (iii) send out a circular to at least five Suppliers (at least one of whom should, whenever possible, be based in the London Borough of Ealing) asking for expressions of interest in being invited to quote for the contract

17.2 Use the SAQ and be satisfied that the Suppliers invited to quote have the legal, financial and technical capacity (including their health & safety and equal opportunities policies) to undertake the contract for Greener Ealing Ltd and that they will provide value for money, unless the suppliers are selected from an Approved List.

- 17.3 State in the invitation to quote whether quotations will be evaluated on the basis of most economically advantageous to Greener Ealing Ltd or on the basis of price only.
- 17.4 Allow sufficient time for submission of quotations. The recommended minimum is ten days from the date of the invitation to quote.

18. AWARD OF THE CONTRACT – Quotations

- 18.1 Refer to **CPR 35.2**.
- 18.2 As soon as practicable after the decision to award the contract has been made, the service manager must write to inform the successful and unsuccessful Suppliers of that decision.
- 18.3 The service manager must within a reasonable period of the award of a contract publish notice of the award in Contracts Finder.

19. SIGNATURE OF THE CONTRACT – Quotations

- 19.1 Contracts for Quotations must be signed for and on behalf of Greener Ealing Ltd by the Managing Director.
- 19.2 The Managing Director may delegate authority in writing to Service Managers to sign the Contract.

Part 5 - TENDERS
Contracts from £75,000 to the Threshold

20. COMPETITION

20.1 Competitive tenders must be sought for contracts £75,000 or more in value.

21. PRELIMINARY STEPS – Tenders

- 21.1 An Initial Equalities Analysis Assessment screening must be carried out and, if required, a full Equalities Analysis Assessment.
- 21.2 Where appropriate, relevant consultation must be carried out.
- 21.3 For Works contracts Greener Ealing Ltd.'s insurance team should be informed before the procurement is commenced to ensure that any necessary changes to our insurance arrangements can be made.

22. PURCHASE ORDER

22.1 All contracts must be in writing and a purchase order must be issued for every contract.

23. SPECIFICATION – Tenders

- 23.1 A clear and comprehensive specification of Greener Ealing Ltd.'s requirements must be prepared with regard to the works, goods or services to be supplied.
- 23.2 The specification should incorporate measurable and, so far as is possible, objective quality and performance criteria to enable the Service Manager to see whether Greener Ealing Ltd.'s requirements are being met by the supplier.
- 23.3 Consultants who assist in the preparation of a specification must not be invited to tender for the contract where it is likely to distort competition.

24. TERMS AND CONDITIONS OF CONTRACT – Tenders

24.1 Refer to [CPR 8.15](#), [34.2](#), and [34.3](#)

25. AUTHORITY TO INVITE AND EVALUATE TENDERS – Tenders

25.1 Refer to [CPR 35.2](#), [35.3](#) and [35.4](#).

26. THE TENDER PROCEDURE - Tenders

- 26.1 The following tender procedures must be followed when letting contracts from £75,000 to the relevant Threshold in value.
- 26.2a For all contracts between £75,000 and the Threshold for Services and Supplies a two-stage procedure with a SQ or a PAS 91 PQQ must **not** be used, instead the SAQ should be used and

- (i) the opportunity must be placed in one or more appropriate journals or internet sites including Greener Ealing Ltd.'s own internet site and/or Contracts Finder (Where the contract opportunity is advertised in any way, the contract opportunity must also be published in Contracts Finder within 24 hours of the first advertisement); or
- (ii) at least five Suppliers may be invited to tender from an appropriate Approved List

26.2b For Works contracts, Light Touch Regime Services contracts or Concession Contracts between the Threshold for Services and Supplies and the relevant Thresholds for Works contracts, Light Touch Regime Services contracts or Concession Contracts a two stage procedure with a SQ or PAS 91 PQQ may be used and the Service Manager may select a shortlist of at least **five** suppliers to be invited to tender from:

- responses to an advertisement in one or more appropriate journals or internet sites including Greener Ealing Ltd.'s own internet site and/or Contracts Finder (Where the contract opportunity is Advertised in any way, the contract opportunity must also be published in Contract Finder within 24 hours of the first Advertisement); or
- an appropriate Approved List.

26.3 A SQ or a PAS 91 PQQ must not be issued for contracts below the Threshold for Services, however the SAQ may be used to obtain information or evidence which Greener Ealing Ltd requires for the purpose of assessing whether tenderers meet requirements or minimum standards of suitability, capability, legal status or financial standing only provided that each such question is relevant to the subject-matter of the procurement; and proportionate.

26.4 To ensure genuine competition, the minimum number of Suppliers invited to tender is five or, if there is an in-house bidder, six. If there are fewer than five expressions of interest in being invited to tender, then the minimum number of Suppliers to be invited to tender may be reduced as appropriate subject to ensuring value for money.

Summary of which Questionnaires must be used

Threshold	Goods and Services	Light Touch Regime	Works	Concession Contracts
<£189,330	Single Stage Only (SAQ may be used)	Single Stage Only (SAQ may be used)	Single Stage Only (SAQ may be used)	Single Stage Only (SAQ may be used)
>£189,330 < £4,733,252	Selection Questionnaire (SQ)	Selection Questionnaire (SQ)	PAS 91 PQQ (Optional) for contracts to £4,104,394	Selection Questionnaire (SQ)
>£4,733,252	Selection Questionnaire (SQ)	Selection Questionnaire (SQ)	PAS 91 PQQ	Selection Questionnaire (SQ)

- 26.5 Commercial Hub should be consulted on the format of the invitation to tender.
- 26.6 The instructions to tenderers must state:
- the latest date and time for receipt by Greener Ealing Ltd of tenders.
 - tenders must be returned to Greener Ealing Ltd via the E-Procurement System
 - tenders that are received by Greener Ealing Ltd after the latest date and time specified, **whatever the circumstances**, will be retained unopened until after the tenders properly received have been opened and recorded, and will be opened and considered by Greener Ealing Ltd only if Commercial Hub certifies that they are satisfied that the tender has not gained any advantage over other tenders by the delay.;
 - any tender that does not comply with the instructions to tenderers or is conditional **in any way** will be rejected and will not be evaluated by Greener Ealing Ltd; and
 - any contract will be terminated immediately, and any losses to Greener Ealing Ltd arising from the termination recovered from the Supplier, if the Supplier, or anyone acting on his behalf (with or without the Supplier's knowledge):
 - (1) offers or promises or gives a financial or other advantage to any member or representative of Greener Ealing Ltd, in connection with the contract; or
 - (2) requests, agrees to receive or accepts a financial or other advantage so that some action in relation to the contract is performed improperly.
- 26.7 Appropriate time must be allowed for submission of tenders. The minimum is ten days from the date of the invitation to tender.
- 26.8 Amendments to invitation to tender documents, made after the invitations have been sent out, must be clearly headed "**ITT Amendment**" and sent to all Suppliers who have been invited to tender. One or more amendments must be numbered consecutively. Amendments must be sent out in sufficient time to allow suppliers to adjust their tenders before close of tenders. If necessary, the tender period must be extended to allow for this.
- 26.9 Until the contract has been awarded, the information obtained at the opening of tenders is confidential to those involved in the opening process and those directly involved in evaluation of the tenders. Confidentiality must be maintained and any breach reported to Greener Ealing Ltd.'s Managing Director.
- 26.10 A tender that does not comply with the instructions to tenderers or is conditional must be treated as non-compliant and rejected. **Non-compliant tenders must not be evaluated unless Commercial Hub advises otherwise.**
- 26.11 Negotiations with suppliers who have tendered for a contract are not permitted under the Public Contract Regulations and are therefore unlawful. After tenders have been opened, **and before the tenders have been scored**, the Service Manager may require one or more tenders to be clarified by the tenderer. Clarification questions and answers must be fully documented and the relevant clarifications incorporated in the contract document. Clarifications must not make any substantive changes to the tender. Tenders must not be scored until clarifications have been completed.
- 26.11 A Supplier's tender is his offer to Greener Ealing Ltd, which Greener Ealing Ltd may accept as it stands subject to CPR 28.8. Once submitted, a tenderer cannot alter the amount of the Tender or any of his Tender proposals. If a tenderer attempts to alter his Tender after the last date for receipt of tenders, he must be given the opportunity to stand by or withdraw his original Tender. Correction of an obvious arithmetical error, which would reduce the

price to be paid **by** Greener Ealing Ltd or increase the price to be paid **to** Greener Ealing Ltd, may be accepted.

27. ELECTRONIC TENDERS AND E-PROCUREMENT

27.1 Refer to **CPR 8A**.

28. EVALUATION OF TENDERS

- 28.1 Tenders should normally be evaluated on the basis of 'most economically advantageous' to Greener Ealing Ltd. Exceptionally, and only with the permission of Commercial Hub, tenders may be evaluated on the basis of price only provided that the quality element in the value for money ratio is confirmed. The basis of evaluation must be stated in the invitation to tender. If the basis of evaluation is 'most economically advantageous', the criteria for evaluation must be set out in the invitation to tender, in descending order of priority, with the weightings to be given to them.
- 28.2 If the basis of evaluation is price only, only the lowest Tender (if payment is to be made **by** Greener Ealing Ltd) provided that the quality element in the value for money ratio is confirmed or the highest Tender (if payment is to be made **to** Greener Ealing Ltd) provided that the quality element in the value for money ratio is confirmed may be accepted.
- 28.3 If the basis of evaluation is 'most economically advantageous', the Service Manager must arrange for an appropriate evaluation panel to consider the tenders and evaluate them against the criteria and weightings stated in the invitation to tender. The evaluation panel may (subject to appropriate conflict of interest checks and confidentiality agreements) include service users and/or external consultants but must not include elected members of Greener Ealing Ltd.
- 28.4 All valid tenders received must be evaluated.
- 28.5 Tenders must be accepted in accordance with the outcome of the evaluation or not at all.
- 28.6 If no suitable tenders are received, Legal Services should be consulted as to how the works, supplies or service concerned may be procured.
- 28.7 A Tender that exceeds the budget allocated must not be accepted. If a tender exceeds the budget allocated, the Service Manager must obtain an additional allocation of funds in accordance with Financial Regulations **before** the tender may be accepted.
- 28.8 If all valid tenders are too high to be accepted and there is no further allocation of additional funds, the Service Manager may delete part of the specification and ask all suppliers invited to tender to re-price their tenders, by submitting a fresh form of tender. In such cases, the Service Manager must set out the deletion in a bill of reductions or other document, to be incorporated into the contract document.
- 28.9 Tenders must not be value-engineered with one or more suppliers. Should value-engineering be proposed, Commercial Hub and Legal Services should be consulted. This is to ensure that no unlawful post-tender negotiations take place.
- 28.10 If the contract will result in the application of the TUPE Regulations, the Service Manager must ensure that the successful tenderer has dealt with all employee matters, including pay, conditions of employment and pension rights and benefits, in his Tender and will give all appropriate indemnities in the contract. Greener Ealing Ltd will give appropriate indemnities

in respect of employee matters **only** if employees are transferring from Greener Ealing Ltd employment to the successful tenderer and in no other circumstances.

- 28.11 The Service Manager is responsible for producing a full tender report, which should:
- confirm that the tender procedure has complied with these Contract Procedure Rules;
 - list the tenders invited and received;
 - list the evaluation criteria and weightings; and
 - show the scoring of tenders on evaluation.

The tender report must be sent to the Managing Director before the decision to award the contract is made.

29. AWARD OF THE CONTRACT – Tenders

- 29.1 Refer to **CPR 35.2, 35.3** and **35.4**
- 29.2 As soon as practicable after the decision to award the contract has been made, the Service Manager must write to inform the successful and unsuccessful tenderers of that decision.
- 29.3 The Service Manager shall ensure that within a reasonable time of the award of the contract, the award is published in Contracts Finder with at least the following information:
- (a) the name of the contractor;
 - (b) the date on which the contract was entered into;
 - (c) the value of the contract;
 - (d) whether the contractor is a SME or VCSE.
- 29.4 Information may be withheld from publication where its release:
- (a) would impede law enforcement or would otherwise be contrary to the public interest,
 - (b) would prejudice the legitimate commercial interests of a particular economic operator, whether public or private, or
 - (c) might prejudice fair competition between economic operators.

30. SIGNATURE OF CONTRACT – Tenders

- 30.1 The Supplier **must not** be allowed to begin work on the contract until the contract documents have been signed or sealed as appropriate by both parties.
- 30.2 Contracts below the relevant Threshold, which are not required to be deeds must be signed for and on behalf of Greener Ealing Ltd by the Managing Director.

Part 6 –TENDERS OVER THE PCR THRESHOLD

Contracts over the Threshold

31. COMPETITION

31.1 Competitive tenders must be sought for contracts over the Threshold.

32. SELECTING THE PROCUREMENT ROUTE – Tenders over the PCR Threshold

32.1 A commercial strategy should be completed seeking authority to invite tenders. This must be completed well in advance of beginning the tender process. Commercial Hub may be consulted for provision of template strategies and to review it.

The commercial strategy must also be approved by:

The Managing Director for Contracts up to £250,000.

The Board for contracts between £250,000 and £500,000.

The Shareholder’s Representative, via the Board, for contracts over £500,000.

32.2 **At the same time** as engaging Commercial Hub in developing a commercial strategy, the Service Manager should give instructions to the Legal Services to draft or approve terms and conditions of contract in accordance with Regulation 34.

32.3 The Service Manager should carry out an Initial Equalities Analysis Assessment Screening and, if required, a full Equalities Analysis Assessment.

32.4 Where appropriate, the Service Manager must carry out relevant consultation.

32.5 For Works contracts Greener Ealing Ltd.’s insurance team must be informed before the procurement is commenced to ensure that any necessary changes to our insurance arrangements can be made.

33. SPECIFICATION – Tenders over the PCR Threshold

33.1 An appropriate specification must be prepared, which sets out a clear and comprehensive description of Greener Ealing Ltd.’s requirements with regard to the works, goods or services to be supplied.

33.2 All works, goods and services must be specified by reference to European standards, or national standards if no European standards are set. Named products or manufacturers **must not** be specified.

Advisory note: Named products can be specified if the words “or equivalent” are added after the named product, but it is better to describe the features that required in the product.

33.3 The specification should incorporate measurable and, so far as is possible, objective quality and performance criteria to enable the Service Manager to see whether Greener Ealing Ltd.’s requirements are being met by the Supplier.

33.4 All necessary professional and technical advice and assistance must be obtained in preparing the specification, to ensure a comprehensive document that expresses Greener

Ealing Ltd.'s requirements and protects its interests. Consultants who assist in the preparation of a specification must not be invited to tender for the contract. The people who prepare the specification should, as a rule, be part of the panel that evaluates tenders.

34. TERMS AND CONDITIONS OF CONTRACT

34.1 For contracts over the Threshold for Services and Supplies and for contracts over the value of £1m for Works and Concession Contracts, full instructions should be given at the earliest opportunity to Legal Services to draft the terms and conditions of contract or to approve standard terms and conditions of contract e.g. JCT.

34.2 For all contracts over the Threshold for Services and Supplies and for contracts over the value of £1m for Works and Concession Contracts, terms and conditions should be produced or reviewed by Legal Services:

34.3 The Service Manager must:

- Require the Supplier to maintain appropriate and adequate levels of insurance cover, in consultation with Greener Ealing Ltd.'s Insurance Manager, for employer's liability, public liability, products liability, all risks/contract works and professional indemnity insurance. Unless otherwise agreed by the Insurance Manager, the minimum levels of cover shall be

- £10 million for employer's liability insurance
- £10m for public liability and products liability insurance
- £2 million for professional indemnity insurance.

All policies must contain an indemnity of principal's clause.

- Ensure that the supplier holds the required insurance cover at the start of the contract, renews the policies as necessary during the contract period and, following each renewal, provides details verified by his insurer or broker of his insurance for Greener Ealing Ltd.'s records.

34.4 The contract notice or other advertisement inviting tenders must not be published until all the procurement documents are available either electronically free of charge with unrestricted and full direct access via the E-Procurement System or in paper form.

35. AUTHORITY AND DELEGATION TO INVITE AND EVALUATE TENDERS AND AWARD CONTRACTS

35.1 Subject to **CPR 35.2**, the decision to invite and evaluate tenders for a contract and the decision to delegate the award of the contract can be contained in one report to Greener Ealing Ltd Board.

35.2 The Managing Director has delegated authority to invite and evaluate tenders and award a contract of up to £250,000 in value, provided that a budget has been allocated for that expenditure. The decision to invite and evaluate tenders and the decision to award a contract must be recorded on two separate Officer's Decision forms. However, where the call off is from a single supplier Framework Agreement then it is only necessary to have a decision to award the contract provided that the Framework Agreement has been approved for use under **CPR 8.3**.

35.3 The Board may by resolution authorise the invitation and evaluation of tenders and/or the award of a contract between £250,000 and £500,000 in value, provided that a budget has

been allocated for that expenditure. For Contracts over £500,000 in value, the Shareholder's Representative must authorise the Board decision. The decision will be recorded in Board minutes.

- 35.5 The contract notice or other advertisement inviting tenders must not be published until the Managing Director, Board or the Shareholder's Representative (as appropriate) has made the decision to invite and evaluate tenders and the decision has been recorded in writing on the appropriate decision form.

36. THE TENDER PROCEDURE –Tenders over the PCR Threshold

- 36.1 The Service Manager, in consultation with Commercial Hub and Legal Services as appropriate, must follow the tender procedures set out in the Regulations when letting contracts over the relevant Threshold.
- 36.2 The Service Manager in consultation with Legal Services must establish whether a contract falls under the Full Regime or the Light Touch Regime.
- When the contract falls under the Full Regime, the Service Manager must use an open or restricted procedure unless Legal Services recommend the use of another procedure.
 - Where the contract falls within the Concession Contracts Regulations 2016 or the Light Touch Regime then the Service Manager in consultation with Legal Services may determine the tender procedures that are to be applied.
- 36.3 The contract notice or other advertisement inviting tenders must not be published until all the procurement documents are available either electronically free of charge with unrestricted and full direct access via the E-Procurement System or in paper form.
- 36.4 To ensure the best response to an advertisement, the Service Manager may alert appropriate suppliers in advance to the appearance of the advertisement.
- 36.5 The contract opportunity must be advertised in Find A Tender and published in Contracts Finder for the Light Touch Regime, the Full Regime and Concession Contracts. Find A Tender contract notices must be approved and placed by Commercial Hub only, in consultation with the Legal Services. Service Managers or consultants must not place Find A Tender contract notices themselves unless given permission to do so by Commercial Hub.
- 36.6 Suppliers expressing an interest in being invited to tender in response to a contract notice or an advertisement must complete a SQ or a PAS 91 PQQ in a form approved by Commercial Hub. SQs or a PAS 91 PQQs must be evaluated separately from, and before, any tenders are evaluated. Any SQ or a PAS 91 PQQ that is received after the latest date specified for return must not be considered. Suppliers bidding for call off contracts from DPS, Framework Agreements or Approved Lists do not need to complete a SQ or a PAS 91 PQQ. Suppliers may submit a European Single Procurement Document (ESPD) as preliminary evidence of compliance with Regulations 57, 58 and 65 of the Public Contracts Regulations 2015 (as amended) and Greener Ealing Ltd is obliged to accept the ESPD from bidders as part of the selection process.

Advisory note: The criteria on which SQs or a PAS 91 PQQ are evaluated (the selection criteria) must be designed to establish the capability of the Supplier to undertake the contract i.e. can they do it? They will be different from the criteria on which tenders are evaluated. Tender evaluation criteria must address the qualities of the tender proposals (i.e. how will they do it?), not the capability of the tenderer. SQs look

backwards at the Supplier's qualities; tenders look forwards at the tender proposals' qualities.

- 36.7 A sufficient number of Suppliers must be invited to tender to ensure genuine competition. The minimum number is five or, if there may be an in-house bidder, six. If there are fewer than five expressions of interest in being invited to tender or fewer than five satisfactory SQs or PAS 91 PQQs, then the minimum number of Suppliers to be invited to tender may be reduced, following consultation with Commercial Hub and Legal Services.
- 36.8 As soon as possible after the selection of the shortlist of Suppliers to be invited to tender, any Suppliers who submitted a SQ but who were not selected should be informed in writing of the reasons why they were not selected. If a Supplier who was not selected asks for further information on why he was unsuccessful, the Service Manager must immediately (i.e. the same day) make arrangements for the de-briefing.
- 36.8A Service Managers shall ensure that the progress of all procurement procedures is documented whether or not conducted by electronic means.
- 36.8B Service Managers shall ensure that they keep sufficient documentation to justify decisions taken in all stages of the procurement procedure, such as documentation on:
- (a) communications with bidders and internal deliberations,
 - (b) preparation of the procurement documents,
 - (c) dialogue or negotiation if any,
 - (d) selection and award of the contract.
- 36.8C Service Managers shall ensure that the documentation shall be kept for a period of at least 3 years from the date of award of the contract.
- 36.9 The invitation to tender must be in a format approved by Commercial Hub
- 36.10 The instructions to tenderers must state that as relevant to the paper or electronic tender:
- the latest date and time for receipt by Greener Ealing Ltd of tenders;
 - tenders must be returned via the E-Procurement System.
 - tenders that arrive at Greener Ealing Ltd after the latest date and time specified, **whatever the circumstances**, will be retained unopened until after the tenders properly received have been opened and recorded, and will be opened and considered by Greener Ealing Ltd only if Commercial Hub certifies that they are satisfied that the tender has not gained any advantage over other tenders by the delay;
 - Any tender that does not comply with the instructions to tenderers or is conditional must be treated as non-compliant and rejected. **Non-compliant tenders must not be evaluated unless Commercial Hub advises otherwise** and
 - any contract will be terminated immediately, and any losses to Greener Ealing Ltd arising from the termination recovered from the supplier, if the supplier, or anyone acting on his behalf (with or without the supplier's knowledge):
 - (1) offers or promises or gives a financial or other advantage to any elected member of Greener Ealing Ltd, any member of staff or any consultant in connection with the contract; or
 - (2) requests, agrees to receive or accepts a financial or other advantage so that some action in relation to the contract is performed improperly.

- 36.11 The Service Manager must allow sufficient time for submission of tenders. The minimum is fourteen days from the date of the invitation to tender but larger value or more complicated contracts will require a longer period. If the Public Contract Regulations apply to a contract, the time allowed must comply with that legislation.
- 36.12 Amendments by the Service Manager to invitation to tender documents, made after the invitations have been sent out, must be clearly headed "**ITT Amendment**" and sent to all suppliers who have been invited to tender. If there is more than one amendment, they must be numbered consecutively. Amendments must be sent out in sufficient time to allow suppliers to adjust their tenders and in any event no later than five clear working days before close of tenders. If necessary, the tender period must be extended to allow for this.
- 36.13 Until the contract has been awarded, the information obtained at the opening of tenders is confidential to those involved in the opening process and those directly involved in evaluation of the tenders. Confidentiality must be maintained and any breach reported to Greener Ealing Ltd.'s Monitoring Officer.
- 36.14 Tenders must be opened via Greener Ealing Ltd.'s eProcurement system by the Service Manager or a member of staff authorised by him/her to be the verifier for that tender.

37. CLARIFICATION OF TENDERS – Tenders over the PCR Threshold

- 37.1 Negotiations with suppliers who have tendered for a contract are not permitted by law and are therefore unlawful except in accordance with the Concession Contracts Regulations 2016 and the negotiated procedure or the competitive procedure with negotiation under the Public Contracts Regulations 2015 (as amended). After tenders have been opened, **and before the tenders have been scored**, it is recommended the Service Manager discuss with Commercial Hub and Legal Services whether they require one or more tenders to be clarified by the tenderer.
- 37.2 Clarifications must be designed to ensure that Greener Ealing Ltd has fully understood the tender submitted. Clarifications must not make any substantive changes to the tender.
- 37.3 Clarification questions and answers must be fully documented and the relevant clarifications incorporated in the contract document.
- 37.4 Tenders must not be evaluated and scored until clarifications have been completed.

38. EVALUATION OF TENDERS – Tenders over the PCR Threshold

- 38.1 Tenders should normally be evaluated on the basis of which is the most economically advantageous to Greener Ealing Ltd. Exceptionally, and only with the permission of Commercial Hub, tenders may be evaluated on the basis of price only provided that the quality element in the value for money ratio is confirmed. The basis of evaluation must be stated in the contract notice published in Find A Tender and in any other advertisement. The basis of evaluation must also be stated in the invitation to tender. If the basis of evaluation is 'most economically advantageous', the criteria for evaluation must be set out in the invitation to tender, in descending order of priority, with the weightings to be given to them and the method of scoring.

Advisory note: Criteria for evaluation may include quality, price, technical merit, aesthetic and functional characteristics, environmental characteristics, running

costs, cost effectiveness, after sales services, technical assistance, delivery date, delivery period, and period of completion.

- 38.2 If the basis of evaluation is price only provided that the quality element in the value for money ratio is confirmed, only the lowest tender (if payment is to be made **by** Greener Ealing Ltd) or the highest tender (if payment is to be made **to** Greener Ealing Ltd) may be accepted.
- 38.3 If the basis of evaluation is 'most economically advantageous', the Service Manager must arrange for an appropriate evaluation panel to consider the tenders and evaluate them against the criteria and weightings stated in the invitation to tender. The evaluation panel may include service users and/or external consultants (subject to appropriate conflict of interest checks and confidentiality agreements) but may not include elected members of Greener Ealing Ltd. The evaluation panel should, as a rule, comprise those people who have had significant input into drawing up the specification.
- 38.4 All valid tenders received must be evaluated. Each member of the evaluation panel must make full notes of his/her evaluation and ensure these are recorded for audit and moderation purposes.
- 38.5 Tenders must be accepted in accordance with the outcome of the evaluation or not at all.
- 38.6 If no suitable tenders are received, Legal Services should be consulted as to how the works, supplies or service concerned may be procured.
- 38.7 A tender that exceeds the budget allocated must not be accepted. If a tender exceeds the budget allocated, the Service Manager must obtain an additional allocation of funds in accordance with Financial Regulations **before** the tender may be accepted.
- 38.8 If all valid tenders are too high to be accepted and there is no further allocation of additional funds, the Service Manager may delete part of the specification and ask all suppliers invited to tender to re-price their tenders, by submitting a fresh form of tender. In such cases, the Service Manager must set out the deletion in a bill of reductions or other document, to be incorporated into the contract document.
- 38.9 Tenders must not be value-engineered with one or more suppliers. Should value-engineering be proposed, Commercial Hub and Legal Services should be consulted. This is to ensure that no unlawful post-tender negotiations take place.
- 38.10 If the contract will result in the application of the TUPE Regulations, the Service Manager must ensure that the successful tenderer has dealt with all employee matters, including pay, conditions of employment and pension rights and benefits, in his tender and will give all appropriate indemnities in the contract. Greener Ealing Ltd will give appropriate indemnities in respect of employee matters **only** if employees are transferring from Greener Ealing Ltd employment to the successful tenderer and in no other circumstances.

39. AMENDMENTS AND ALTERATIONS TO TENDERS – Tenders over the PCR Threshold

- 39.1 Subject to Regulations 38.98 and 38.9 a Supplier's tender is his offer to Greener Ealing Ltd, which Greener Ealing Ltd may accept as it stands. Once he has submitted his Tender and it has been clarified if necessary, a tenderer is not permitted to make any alteration to the amount of the tender or any of his tender proposals.
- 39.2 If a tenderer attempts to alter his offer after the last date for receipt of tenders, he must be given the opportunity to stand by or withdraw his original offer. Correction of an obvious arithmetical error in a fixed price Tender, which would reduce the price to be paid **by** Greener Ealing Ltd or increase the price to be paid **to** Greener Ealing Ltd, may be accepted.

Advisory note: e.g. £2000 + £2000 = £5000 can be corrected to £4000, but £2000 + £2000 = £3000 cannot be increased to £4000.

- 39.3 A Tender that is qualified or expressed to be conditional upon Greener Ealing Ltd.'s acceptance of alterations to the specification or the terms and conditions of contract must be treated as non-compliant and rejected. **Non-compliant tenders must not be evaluated.** This does not prevent Greener Ealing Ltd inviting variant bids. If variant bids are invited, tenderers must be required to submit a mandatory reference bid based on the specification and terms and conditions included in the invitation to tender, so that all bids may be compared fairly.
- 39.4 Before a Tender has been accepted, a Service Manager may ask all tenderers to hold their tenders open for a longer period. Tenders should in any event remain open for acceptance for a period of ninety days from the latest date for receipt of tenders, or such other period as the Service Manager considers appropriate, and the form of tender must make this clear.

40. NOT USED

41. AWARD OF THE CONTRACT – Tenders over the PCR Threshold

- 41.1 Refer to **CPR 35** in respect of authority to award a contract.
- 41.2 A full, confidential tender report must be produced in a format consistent with the requirements of Regulation 84 of the Public Contract Regulations (the report is not required for call off contracts from a Framework Agreement, Approved Lists or Dynamic Purchasing Systems unless specifically requested by Commercial Hub):
- 41.3 The tender report must be sent to the decision-maker before the decision to award the contract is made. The tender report must be marked "NOT FOR PUBLICATION".
- 41.4 The recommendation to the decision-maker to award the contract must include the name of the successful tenderer, the length of the contract and any options for extension and the price or estimated price of the contract.
- 41.5 As soon as possible after the decision to award the contract has been made and taking call-in procedures into account, the Service Manager must write to inform the successful tenderer of that decision. The letter **must** state that award of the contract is subject to signature by both parties of the contract document, which will be sent to the tenderer by Legal Services. The letter must be via Greener Ealing Ltd.'s eProcurement system.
- 41.6 At the same time as the notification in **CPR 41.5**, the Service Manager must write to each unsuccessful tenderer, informing him of:
- the name of the successful tenderer;
 - the number of SQs or PAS 91 PQQs received;
 - the number of invitations to tender issued;
 - the number of tenders received;
 - the reasons for the decision to award, including the characteristics and relative advantages of the successful tender;
 - the award criteria, any sub-criteria, the weightings applied to them and the scoring methodology;

- the score obtained by the successful tenderer in the evaluation;
- the score obtained by the unsuccessful tenderer being notified (but no others);
- the date the decision to award was made;
- the effect of the standstill period and the date before which Greener Ealing Ltd will not enter into the contract; and
- the date the letter is being sent.

The notification letter to the unsuccessful tenderers must be sent via Greener Ealing Ltd.'s eProcurement system.

41.7. At the same time as the notification in **CPR 41.5**, the Service Manager must write to each supplier who was invited to tender but who did not submit a tender, informing him of:

- the name of the successful tenderer;
- the number of PQQs received;
- the number of invitations to tender issued;
- the number of tenders received;
- the reasons for the decision to award, including the characteristics of the successful tender;
- the award criteria, any sub-criteria, the weightings applied to them and the scoring methodology;
- the score obtained by the successful tenderer in the evaluation;
- the date the decision to award was made;
- the effect of the standstill period and the date before which Greener Ealing Ltd will not enter into the contract; and
- the date the letter is being sent.

The notification letter to the suppliers who were invited but who did not submit a tender must be sent via Greener Ealing Ltd.'s eProcurement system.

41.8 The notifications in **CPR 41.6** and **CPR 41.7** must be approved by Commercial Hub and Legal Services before being issued.

41.9 If an unsuccessful tenderer asks for further information on why he was unsuccessful, the Service Manager must immediately i.e. the same day arrange for the de-briefing.

41.10 The contract document must not be signed or sealed (as appropriate) before the expiry of ten days (the standstill period) following the date the notification of the decision to award the contract was sent.

41.11 A voluntary transparency notice (other than for an extension or modification as defined in **CPRs 45** and **46**) may be published in Find A Tender following approval from Legal Services. If a voluntary transparency notice is published, the contract document must not be signed or sealed (as appropriate) before the expiry of ten days (the standstill period) after the date on which the notice was published in Find A Tender.

41.12 The Service Manager must arrange for publication of a contract award notice in Find A Tender, within 30 days of the award of the contract or the conclusion of a Framework Agreement or a Dynamic Purchasing System, and shall keep a register of the notified information, which shall be available for inspection by appointment by any member of

Greener Ealing Ltd, internal and external auditors and any member of the public. (There is no requirement to publish a Find A Tender notice for a call off contract from a Framework Agreement)

41.13 The Service Manager shall ensure that within a reasonable time of the award of the contract, the award is published in Contracts Finder with at least the following information:

- (a) the name of the contractor;
- (b) the date on which the contract was entered into;
- (c) the value of the contract;
- (d) whether the contractor is a SME or VCSE.

41.1.4 Information may be withheld from publication where its release:

- (a) would impede law enforcement or would otherwise be contrary to the public interest,
- (b) would prejudice the legitimate commercial interests of a particular economic operator, whether public or private, or
- (c) might prejudice fair competition between economic operators.

42. BONDS AND PARENT COMPANY GUARANTEES

42.1 For every contract of £5m or more in value, the Managing Director must decide, taking appropriate advice, whether the circumstances justify Greener Ealing Ltd requiring the supplier to provide a parent company guarantee. If the supplier does not have a parent company or the parent company is not approved under **CPR 42.2**, the supplier may in those circumstances be required to provide a bond. If a bond is required, the amount of the bond must be not less than ten per cent of the total contract value or the whole of the annual contract value.

42.2 The parent company or the surety for a bond must be approved by the Chief Finance Officer.

42.3 All parent company guarantees and bonds must be in a form approved by Legal Services. A specimen of the parent company guarantee and bond must be included in the invitation to tender documentation.

43. SIGNATURE OF THE CONTRACT – Tenders over the PCR Threshold

43.1 All contracts, bonds, guarantees, agreements or transactions

- (i) in respect of which there is no consideration; or
- (ii) that exceed £500,000 in value over the life of the contract

must be executed as a deed under seal in accordance with these Contract Procedure Rules.

However, this will not apply to contracts for insurance where the contract is brought into effect by the issue of a schedule of insurance and policy documents to Greener Ealing Ltd by the insurer.

Legal Services may recommend that other contracts must be executed as deeds.

43.2 All contracts executed as deeds must be executed in accordance with the Companies Act 2006

- 43.3 Contracts of more than the Services Threshold in value (that are not deeds) must be signed for and on behalf of Greener Ealing Ltd by the Managing Director.

Part 7

For contracts that have commenced

44. CONTRACT MANAGEMENT

44.1 A contract **must not** start until the contract documents have been signed or sealed and dated. Service Managers must allow time for this in the contract programme.

44.2 Within ten days of the date of the contract, the Service Manager must add the details of the contract onto Greener Ealing Ltd.'s contracts register and record the following:

- the works, goods or services to be supplied;
- the name of the supplier,
- the contract value;
- the commencement and completion dates;
- any extension options
- The current status of the contract

These details must be maintained and updated according to Greener Ealing Ltd policies to ensure Greener Ealing Ltd meets the requirements of the transparency agenda,

When the contract commences Greener Ealing Ltd.'s Insurance Manager must also be notified of this information.

44.3 The Service Manager shall be the contract manager for the contracts for which he/she is responsible up to the Threshold, but he/she may authorise another officer to have day-to-day responsibility for managing the contract. For contracts over the Threshold, the Service Manager must appoint a dedicated contract manager with appropriate skills and experience.

44.4 The contract manager is responsible for:

- managing the contract and ensuring that it is carried out in accordance with its terms and conditions;
- monitoring the supplier's performance and carrying out mid-contract reviews to determine ongoing value for money;
- making the Supplier aware that he is expected to comply with Greener Ealing Ltd.'s equal opportunities, counter-fraud and corruption, whistle-blowing and anti-money laundering policies;
- ensuring that the Supplier maintains the insurance policies required by the contract;
- agreeing any minor changes to the contract (but not changes to prices) before they are carried out;
- keeping a record of all valuations, payments, claims, monitoring, changes and certificates under the contract;
- deducting liquidated damages, if appropriate;
- reporting as necessary to the Departmental Contracts Board and Procurement Strategy Board;
- Updating the status of their contract on Greener Ealing Ltd.'s Contracts Register;

- in consultation with Legal Services and the appropriate finance director, consenting to sub-contracts, assignments to new suppliers and novation to new suppliers; and
- managing the transition between the ending of one contract and the beginning of another

44.5 The Service Manager **must** consult Legal Services for consideration of Greener Ealing Ltd.'s legal position:

- before any contract is to be terminated or suspended;
- in the event of a claim for payment not clearly within the terms and conditions of contract;
- before making any deduction from payments due to a Supplier or withholding payment from a Supplier;
- subject to Regulations 45 and 46, before making any extension to a contract or variation of the scope of a contract.

44.6 If the final expenditure under a contract exceeds the budgeted sum by 10% or more, the Service Manager, in consultation with the Chief Finance Officer, must prepare and submit a report to Greener Ealing Ltd.'s Board.

44.7 To ensure value for money and competition, contracts for an indefinite or rolling term must be terminated at the end of ten years in any event and a new contract procured.

45. EXTENSIONS TO CONTRACTS

45.1 An extension to a contract is an additional period at the end of the contract, during which the works or the services to be carried out are a repetition of the works or services under the original contract. Contracts for supplies must not be extended.

45.2 Unless a contract specifically includes an option to extend its term, that contract may not be extended. The contract will cease to exist at the end of its term.

45.3 If a contract specifically includes an option to extend its term **and**:

- the notice or other advertisements for the contract stated that an extension contract may be awarded; and
- the estimated value of the contract in the notice or other advertisements took account of the potential extended contract; and
- the extension represents good value for money for Greener Ealing Ltd,

then the Managing Director may decide to award the extension to contract if the value of the extension is below £250,000 per annum.

If the value of the extension is above £250,000, the decision to award the extension contract must be made by the Board.

If the value of the extension is above £500,000, the decision must be authorised by the Shareholder's Representative.

Once the extension has expired, that contract will cease to exist.

45.6 All extensions must be evidenced in writing in accordance with the contract in consultation with Legal Services.

46. MODIFICATION OR VARIATION OF CONTRACTS DURING THEIR TERM

46.1 Provided that a budget has been allocated for the expenditure, value for money can be demonstrated and authority has been obtained from the appropriate decision maker, contracts and Framework Agreements may be modified or varied without a new procurement procedure in any of the following cases:

46.1.1 where the change in value is relatively small - under 10% of the contract value for services & supplies or under 15% of the contract value for works and is also under the applicable Threshold and does not alter the overall nature of the contract (NB the contract value to be used is the updated value if the contract contains an indexation clause. Where several successive modifications are made the change value shall be cumulative); or

46.1.2 where the modifications, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses, which may include price revision clauses or options, provided that such clauses:

- (i) state the scope and nature of possible modifications or options as well as the conditions under which they may be used, and
- (ii) do not provide for modifications or options that would alter the overall nature of the contract or the Framework Agreement; or

46.1.3 where additional works, services or supplies are necessary from the existing contractor (and the contract does not provide a mechanism for this) and a change in contractor cannot be made for economic or technical reasons such as interchangeability or interoperability with existing equipment, services or installations procured under the initial procurement; and where changing the contractor would cause significant inconvenience or duplication of costs, provided that the price increase does not exceed 50% and a Find a Tender notice about the modification is published once the modification has taken place; or

46.1.4 where there is a need for a modification (and the contract does not provide a mechanism) due to unforeseen circumstances, the change does not alter the overall nature of contract, the price increase is not greater than 50% and a Find A Tender notice about the modification is published once the modification has taken place; or

46.1.5 where a new contractor replaces the one to which Greener Ealing Ltd had initially awarded the contract as a consequence of an unequivocal review clause or option (in conformity with **CPR 46.1.2**) or following a corporate restructuring, insolvency or merger, and the new contractor still meets the original selection criteria. This exemption is only available where there is no other substantial modification to the contract; or

46.1.6 otherwise where the modification is not substantial and is only made following consultation with Legal Services.

46.1.7 All modifications must be evidenced in writing in accordance with the contract in consultation with Legal Services.

Part 8

Exceptions to Contract Procedure Rules

- 47.1 An exception to Contract Procedure Rules is a permission to let a contract without complying with one or more of the Contract Procedure Rules. An exception to Contract Procedure Rules may be granted subject to conditions. **Authority to award a contract will be required in addition to the exception to Contract Procedure Rules.**
- 47.2 Only the Managing Director (or his authorised representative) in consultation with the Chief Finance Officer, is able to grant an exception to these Contract Procedure Rules for contracts of up to £250,000 in total contract value. Applications for exceptions be made in writing and signed by the Service Manager and must include the exception that is requested and the justification for the exception. Exceptions to Contract Procedure Rules will **never** be given retrospectively and exceptions for extensions are unlikely to be granted if there is less than six months left on the contract and so must be submitted well in advance of the decision needing to be made.
- 47.3 Exceptions of between £250,000 and £500,000 must be authorised by the Board and may then be signed by the Managing Director.
- Exceptions exceeding £500,000 must be authorised by the Board and the Shareholder's Representative and may then be signed by the Managing Director.
- A register of all exceptions to Contract Procedure Rules will be kept and reported to the Board.
- 47.4 An application for an exception to Contract Procedure Rules, to allow a contract to be let without genuine competition will not be granted without a cogent reason. A lack of time caused by inadequate forward planning is not a cogent reason and will not permit an exception to Contract Procedure Rules. If an application to let a contract without genuine competition is granted, the Service Manager responsible for the contract must demonstrate that the price obtained is not in excess of the market price and that the contract represents best value for money.
- 47.5 An exception to Contract Procedure Rules is not required in the following circumstances:
- placing an order under an existing corporate contract or single supplier Framework Agreement;
 - as part of a partnering contract that contemplates a series of contracts with a single supplier, provided the entire series has been duly authorised as appropriate for its value;
 - legislation requires Greener Ealing Ltd to let a contract differently from these Contract Procedure Rules;
 - placing an order under an arrangement, of which Greener Ealing Ltd is an affiliate, which has gone through a compliant competitive process; or
 - following completion of a quotation procedure, where some or all of the quotations exceed £75,000, provided all quotations are below £100,000.

ANNEX 1

LIGHT TOUCH REGIME SERVICES

Schedule 3 Services (PCR 2015)
(Light Touch Regime for contracts exceeding £663,540 in total)

Overarching Description	Areas included
Health, social and related services	<ul style="list-style-type: none"> * Supply services of domestic help personnel * Supply services of nursing personnel * Supply services of medical personnel * Private households with employed persons * Manpower services for households, Agency staff services for households, Clerical staff services for households, Temporary staff for households, Home-help services and Domestic services Social Care Nursing Care
Administrative social, educational, healthcare and cultural services	<ul style="list-style-type: none"> * Administration, defence and social security services * Education and training services * Exhibition, fair and congress organisation services * Seminar organisation services * Event services * Cultural event organisation services * Festival organisation services * Party organisation services * Fashion shows organisation services * Fair and exhibition organisation services
Compulsory social security services	
Benefit services	
Other community, social and personal services including services furnished by trade unions, political organisations, youth associations and other membership organisation services	
Religious services	
Hotel and restaurant services	<ul style="list-style-type: none"> * Catering services for private households * Meals-on-wheels services * Meal delivery services * Catering services * Catering services for transport enterprises * Catering services for other enterprises or institutions * School catering services * Canteen services

	<ul style="list-style-type: none"> * Canteen and other restricted-clientele cafeteria services * Canteen management services * School meal services
Legal services (to extent not excluded by reg: 10(1)(d))	
Other administrative services and government services	
Provision of services to the community	
Provision of related services, public security and rescue services to the extent not excluded by regulation 10(1)(h)	
Investigation and security services	<ul style="list-style-type: none"> * Investigation and security services * Security services * Alarm-monitoring services * Guard services * Surveillance services * Tracing system services * Absconder-tracing services * Patrol services * Identification badge release services * Investigation services and detective agency services * Graphology services * Waste analysis services
International services	<ul style="list-style-type: none"> * Services provided by extra-territorial organisations and bodies * Services specific to international organisations and bodies
Postal services	<ul style="list-style-type: none"> * Postal and telecommunications services * Post and courier services * Postal services * Postal services related to newspapers and periodicals * Postal services related to letters * Postal services related to parcels * Post office counter services * Mailbox rental * Post-restante services * Internal office mail and messenger services
Miscellaneous services	<ul style="list-style-type: none"> * Tyre-remoulding services * Blacksmith services

Report Title	Greener Ealing Ltd HSEQ Matters		
Meeting	Greener Ealing Board Meeting		
Date	April 2021	Agenda Number	14.
Type of Report	For noting/Information		
Author	Sandra Hewey can be contacted on HeweyS@greeneraling.co.uk		
Background	<p>Contract Start 5th July 2020</p> <p><i>This report updates the Board on HSEQ Matters within GEL</i></p> <ul style="list-style-type: none"> • HSEQ • Quality Assurance • COVID Secure -Status • HSEQ Development 		

HSEQ Event Performance

There has been an improved quality of input into the Alcumus system from operations teams in the period, supported by use of vehicle CCTV systems

Potential RIDDOR reported in last period removed from system as no evidence to support IP claim

No significant HSEQ issues in period



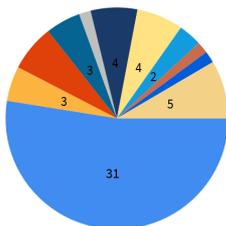
Total Performance 1 Feb-29 Mar 2021

Event Types

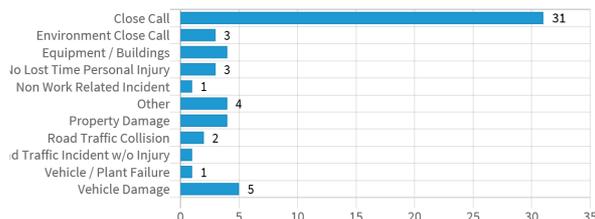
	EVENT TYPE	COUNT OF EVENTS	FIRST DATE AND TIME REPORTED	FIRST STATUS
>	Close Call	31	10 Feb 2021 07:12	● Closed
>	Environment Close Call	3	23 Mar 2021 12:47	● Open Actions
>	Equipment / Buildings	4	18 Feb 2021 05:54	● Closed
>	No Lost Time Personal Injury	3	10 Mar 2021 08:16	● Closed
>	Non Work Related Incident	1	29 Mar 2021 11:02	● Closed
>	Other	4	11 Mar 2021 11:08	● Closed
>	Property Damage	4	01 Mar 2021 11:09	● Closed
>	Road Traffic Collision	2	23 Mar 2021 14:02	● Open Actions
>	Road Traffic Incident w/o Injury	1	09 Feb 2021 08:31	● Closed
>	Vehicle / Plant Failure	1	02 Mar 2021 14:28	● Closed
>	Vehicle Damage	5	02 Mar 2021 15:14	● Closed

43 records grouped into 10 aggregated rows

Count of Event Types



Count of Event Types (Bar)



No significant trends identified

HSEQ Rumble Meetings

Review of the effectiveness of the Bi - Weekly HSEQ 'Rumble' meetings undertaken and a revised 1-2-1 Health and Safety Rumble to be put into place as key HSEQ shielding staff return to the workplace, to enable a more focused service specific review process to be carried out

Key issues in February/March 2021:

- Road Map exit from lockdown and Office Return
- Clinically Extreme Vulnerable return to work
- Alcumus incident management process
- Consistent application of Covid 19 guidance
- Review and introduction for revised SSOW and Risk Assessments

Training

- Pristine Condition Manual Handling Passing-on-Principles- first tranche completed
- ICCM-COTC burials Training booked
- Weed Spraying Training
- HWRC COTC Training

Environmental

- No significant concerns: Environment Agency updated on drainage clarification points relating to the recent inspection on the Transfer Station

Quality

A substantial amount of work has been undertaken by the Compliance Team to develop the systems and processes required to create an Integrated Management System (IMS). Legal registers have been established to link the required ISO and FORS requirements. External auditing of our systems and IMS will commence in April 2021 with BSI ISO gap analysis being carried out from the 19th of April – this will cover:

- ISO-9001 :2015
- ISO-45001:2015
- ISO-14001:2015

The annual review of the GEL Health and Safety Policy is included elsewhere on this agenda. In addition we are seeking approval of new policies to support our Environmental and Quality aspirations.

Covid Secure Status

Further guidance has been issued by the Health and Safety Executive (HSE) and has been reviewed against our Covid 19 protocols to ensure that our existing measures satisfy the required elements

The Government Lockdown Road Map is being used to support a phased return of office based staff with the focus on working from home where possible and practicable.

HSEQ Development

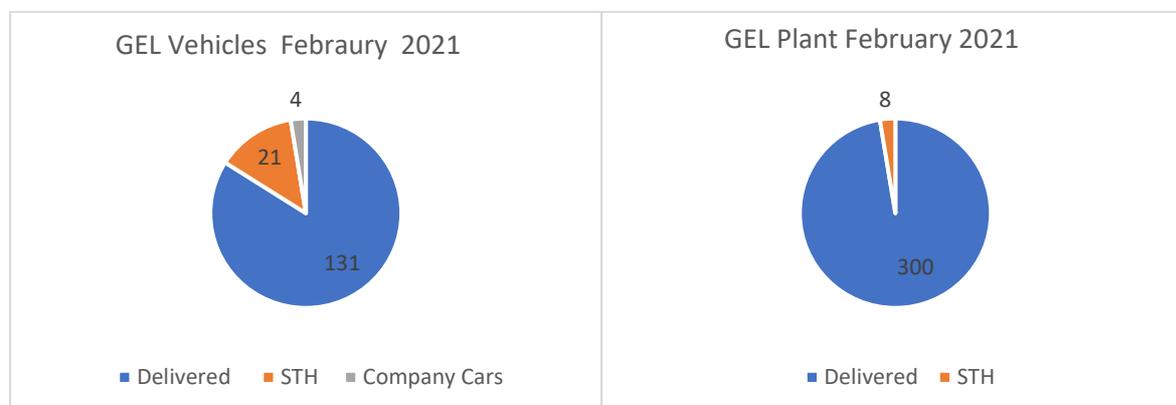
The Alcumus system which is now being used by all GEL departments to record HSEQ related incidents, is being further developed to provide additional functionality which is planned to go-live in April 2021.

Training Application: In conjunction with the development of the GEL Training Academy the Alcumus training system will be used to manage the employee database which will categorise all FTE staff into specific `Role` which will then have the required training competencies assigned, and will automatically trigger the creation of the associated courses.

Event Consolidated Reporting- Bespoke suite of reports/graphs from within one consolidated report with dashboard reporting.

Report Title	Fleet Provision and Transport Compliance		
Meeting	Greener Ealing Board Meeting		
Date	April 2021	Agenda Number	15.
Type of Report	For noting/Information		
Author	Mick Aherne can be contacted on AherneM@greenerrealg.co.uk		
Background	<p><i>Report details monthly information:</i></p> <ul style="list-style-type: none"> • <i>Volumetric on GEL vehicle and Plant provision</i> • <i>Driver management systems and incident reporting</i> • <i>Overview of vehicle/plant maintenance provision</i> • <i>Operator's license compliance status</i> • <i>Provision and use of fuel including Co2 output</i> 		

GEL Vehicle and Plant Provision – February 2021



Vehicle performance overall is within our expected Vehicle Off Road (VOR) level

There has been an issue with the chassis/body stability of the DAF 16t RCV vehicles used for collecting food waste, which has had significant support from Manufacturers and GPLFS in establishing and adjusting the rear suspension and body packer settings for this vehicle type, evaluation of these adjustments is being progressed through April

Modifications to the LBE supplied (Southall) compact washer unit have been carried out in the period to enable this to be operated as a dedicated compact sweeper machine, and this item has been added to the core vehicle number for Street Cleansing

Allocation of vehicles to individual departments is detailed below and includes for additional Grounds Maintenance vehicles to support the summer works period

Operational Vehicle Fleet Profile: April 2021 (excludes company cars)

Road Registered Vehicles	Waste Collections	Streets	Grounds	HWRC	Total vehicles
Owned Vehicles	53	36	42		131
Short Term Hire	7	7	4	3	21
Total by service	60	43	46*	3	152
Planned vehicle number**	58	40	46	2	146

* Includes 4 additional summer period vehicles

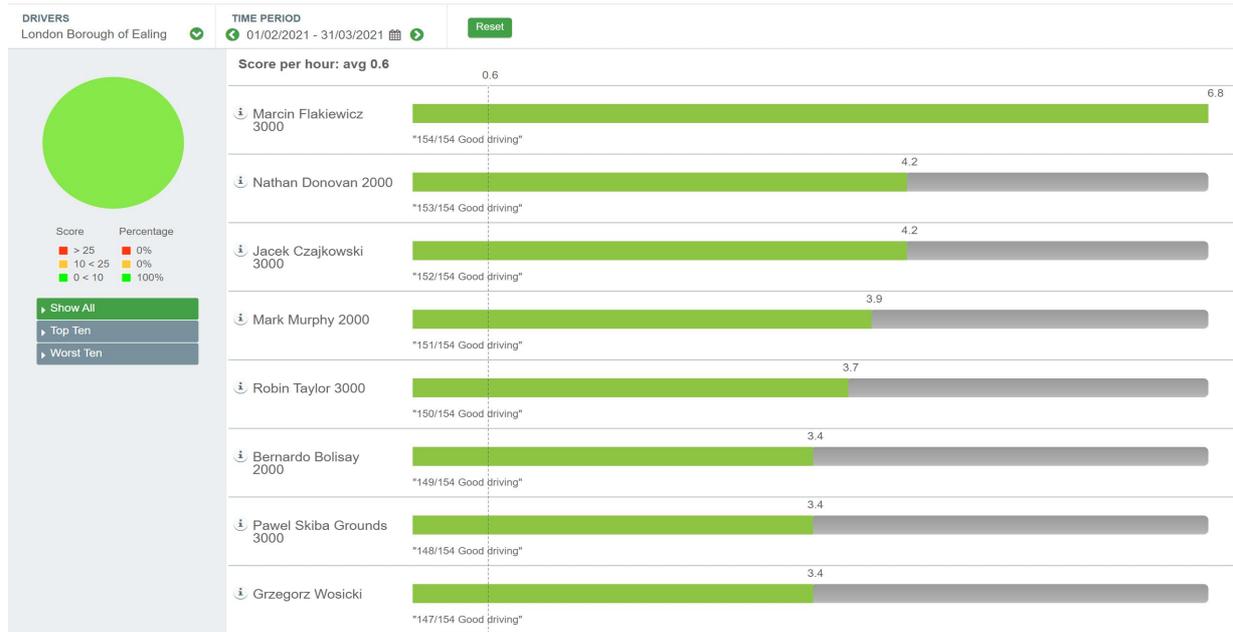
**Planned vehicle number comes from initial vehicle procurement initiated prior to contract start

Meetings have been held with LBE in relation to the necessary changes to depot infrastructure to support rapid charging of the Electric vehicle types which will consider the revised depot parking areas, with a final draft plan and costings to be produced in April

Vehicle and Diver Management Systems and Incident reporting

Vehicle Driver system:

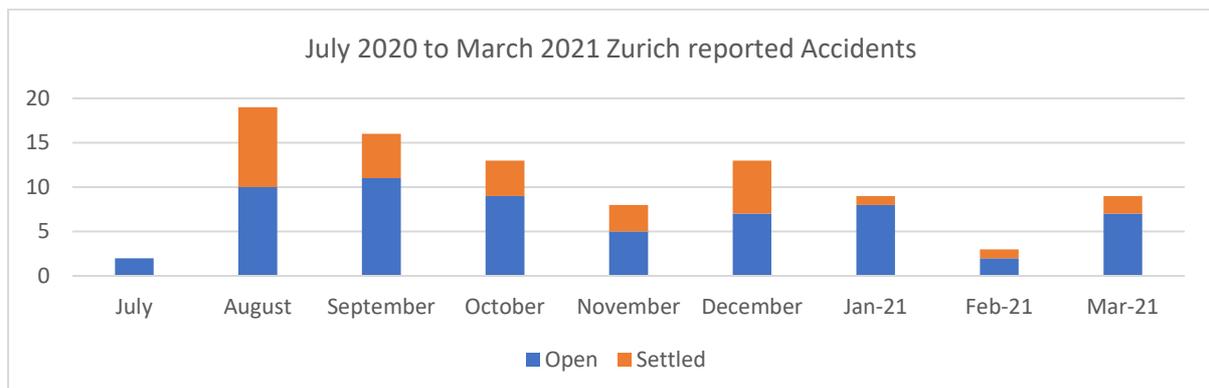
GEL driver behaviour performance for the period covering February 2021 and March 2021 indicates an average score across the driver cohort of 0.6 events per hour which is in-line with last period



Separate information in relation to vehicle speeds is also produced on a weekly basis and provided to the GEL management team for review and any subsequent action, speeding is generally well managed by the operational teams with instances primary being recorded at the change point in speed zones

Incident reporting:

The level and type of incident relating to fleet use does show a significant reduction in February in the pattern of accidents in the month and then a subsequent increase in March



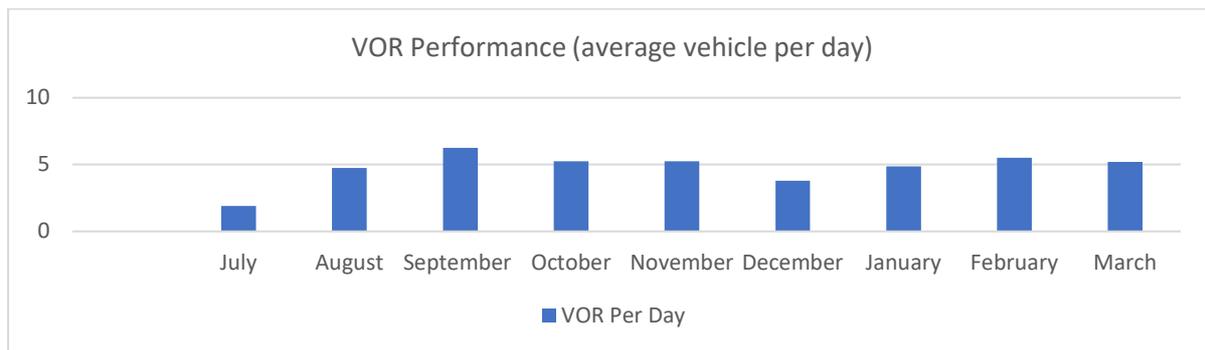
Total value of open claims before settlement by Zurich is £440k, we have now received the settlement valuation for the total loss vehicle of LS20 XAR, and are progressing the recovery of this value and termination of the associated finance arrangement

Overall, from July we have had 83 reported accidents of which 51% have been settled, we have now introduced an internal Business Incident Co-ordinator resource to support Accident/Incident Management process

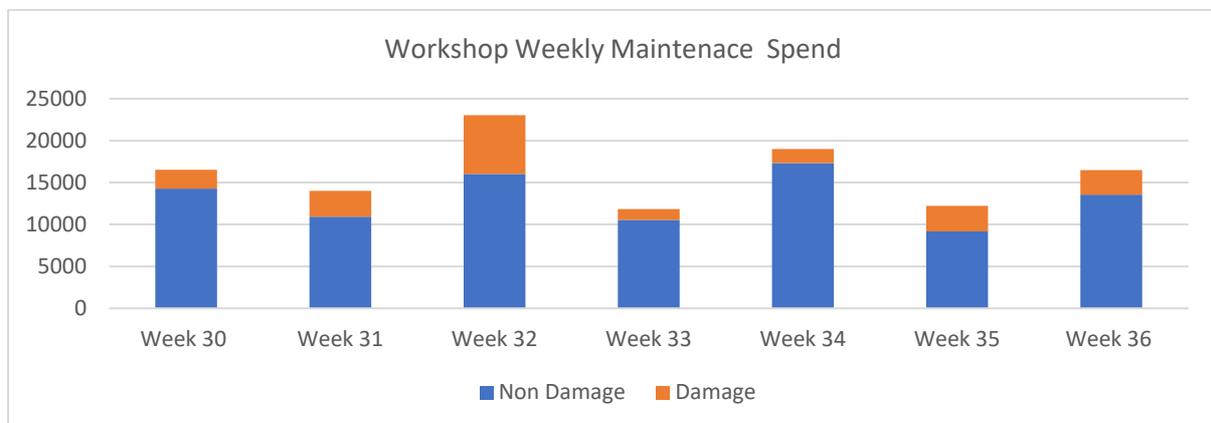
Vehicle and Plant Maintenance Provision

Performance of GPLFS during February and March has been generally sound, and additional support for the Easter period is agreed and in place. We are seeing an average Vehicle Off Road (VOR) time in-line with our planned maintenance and anticipated level of unplanned vehicle defects.

Individual issues of exceptional VOR are discussed and resolved primarily at local level and we have held our 2nd Quarterly review meeting with GPLFS, key items that are being further discussed relate to bid-back hours reconciliation mechanism and TUPE true-up for the vehicle workshop's operation



We have received 8 weekly GPLFS recharge invoices for the period as detailed below:



Vehicle damage cost across the period has averaged 19.4% of the total maintenance spend and did include for Insurance excess charges which occurred in previous period. Underlying damage cost still broadly in-line with expectations for contract of this type

The profile of maintenance cost for the period is trending below the guaranteed minimum monthly income as set out in the vehicle maintenance framework agreement. An agreed method of calculation for this bid-back value based on weekly batch invoicing had been determined previously with GPLFS but is now being reviewed in relation to the contractual obligation in the vehicle maintenance agreement.

In relation to Brexit and the resilience to the supply of goods and services to the GEL contract, GPLFS have outlined that at present the existing supply chain are not currently experiencing delays with imported aftermarket and OEM parts.

Operator Licence Compliance Status

- GEL Operator licence OK2030744 at 05-02-2021 now has 62 HGV allocated to the licence, which has a total limit of 75 vehicles.
- MOT testing for HGV vehicles pass rate for February 2021 is at 100% against a KPI of 95% pass rate, and 100% for March 2021
- PMI completion performance for Operators licence vehicles has been satisfactorily throughout February and March

Provision and use of Fuel

Weekly monitoring of fuel usage supported with standard system reports is used to determine Fuel re-order levels, as we approach year end the level of delivery will be adjusted to maintain maximum resilience for the bunkered fuel supply

Fuel draw in period:

	Usage between 01/02/2021 23:59:59 and 31/03/2021 23:59:59		
	Gas Oil:	6,469.53 litres	£3,225
		19,793.53 kg of CO ₂	
	Diesel:	112,405.72 litres	£109,221
	299,853.50 kg of CO ₂		

Information from Masternaut linked to fuel consumption recorded live from vehicle ECU system is being used to support fuel management and CO2 reduction

Operational vehicles Fuel use in period:

Includes for information from all new vehicle and roadgoing plant items as they were fitted with Masternaut system during the period and excludes STH vehicles for the period

Fuel Usage Report

RESOURCES

London Borough of Ealing

TIME PERIOD

01/02/2021 - 31/03/2021

[View Report](#)
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Fuel Usage Report

Group : London Borough of Ealing - Time period : between 01/02/21 00:00 & 31/03/21 23:59

		Total								Drive		Idle		
Vehicle	Group	Time	Fuel (L)	Miles	mpg	CO2 (Kg)	CO2 (Gr per Km)	Stops	Driving %	Drive	Idle	Fuel (L)	Lph	CO2 (Kg)
Summary		26090:59:53	87,135.46	165,930.2	8.3	228,294.904	854.913	43,445	71.3	18613:09:59	7477:49:54	16,064.1	2.1	42,087.956

Greener Ealing Ltd - Board Forward Plan 2021

Date of Meeting	Standing Items	Governance	Strategic	Finance	Performance Management/ Operations/Specific Project Updates
July 2021	<ul style="list-style-type: none"> • Apologies • Declarations of Interest • Minutes of Meeting • Matters Arising <ul style="list-style-type: none"> - Circular Resolutions • KPIs • Risk Management <ul style="list-style-type: none"> - Risk Register • H&S Update <ul style="list-style-type: none"> - incidents / accidents • Operations Report • Transport Report • Forward Plan 	<ul style="list-style-type: none"> • Scheme of Delegation • Matters Reserved for Board/SH • Corporate Social Responsibility Policy 	<ul style="list-style-type: none"> • Annual Operational Review 	<ul style="list-style-type: none"> • Finance Update 	
Sept 2021	<ul style="list-style-type: none"> • Apologies • Declarations of Interest • Minutes of Meeting • Matters Arising <ul style="list-style-type: none"> - Circular Resolutions • KPIs • Risk Management <ul style="list-style-type: none"> - Risk Register • H&S Update <ul style="list-style-type: none"> - incidents / accidents • Operations Report • Transport Report 	<ul style="list-style-type: none"> • Equality and Diversity Policy 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Finance Update • Financial Regulations 	<ul style="list-style-type: none"> •

Greener Ealing Ltd - Board Forward Plan 2021

Date of Meeting	Standing Items	Governance	Strategic	Finance	Performance Management/ Operations/Specific Project Updates
	<ul style="list-style-type: none">• Forward Plan				