

## MUNICIPAL YEAR 2015/2016 REPORT NO.

### ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

### OPERATIONAL DECISION OF:

Director - Regeneration & Environment  
& Chief Education Officer

### REPORT OF:

Bob Griffiths, Assistant  
Director – Planning,  
Highways & Transportation

Agenda – Part: 1

KD Num: 4284

**Subject: To award the contract of a management services to support the delivery, transformation and leadership management of passenger transport**

**Wards: All**

Contact officer and telephone number: Martin Rattigan

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## 1. EXECUTIVE SUMMARY

- 1.1 Following an invitation to Further Competition for the contact we have selected CPC Project Services LLP as service partner.
- 1.2 Over the next 3 years a Programme of transformation and demand management is anticipated to enable cumulative financial benefits of £1.329 million. This is projected on an annual baseline spend of just over £6.739M with savings (cost reductions) in Yr1 of £562K, Yr2 £1.05M and Yr3 £1.3M. This ensures a £1.329 million per annum financial benefits can be realised by the Council after the three year contract expires based on current demand.
- 1.3 CPC submitted a model where all their fees are contingent on them making the projected savings.

## 2. RECOMMENDATIONS

- 2.1 To agree that we proceed to award the contract to CPC Project Services LLP as a delivery partner to implement the identified changes, achieve the Projected savings and take the People Transport Service through Transformation.

### 3. BACKGROUND

- 3.1 The People Transport service organizes and manages transport for the councils SEN and outreach children and HHASC clients. They provide daily transport to 66 special schools for 701 SEN children, including those aged over 16 and transport to 8 main day centres for around 295 adults (latest data). Delivery is through a team of 145 internal drivers and passenger assistants who are either employed directly by LBE or through agencies and a series of external providers. This team utilizes a combination of internally owned fleet, leased fleet and a small number of contracted transport providers.
- 3.2 Actual expenditure by the People Transport (PT) team for 2015/6 was £6.7398 million which, like each of the previous few years is significantly over-spent against budget. In addition to this projected expenditure, which is recorded on a PT cost-code, there is further projected expenditure of £362,000 on taxi and mini-bus hire which is recorded directly to a number of service cost codes. This represents the result of taxi bookings made through a central corporate team, departments commissioning services direct and also an element of PT organising ad-hoc transport on behalf of departments and coding expenditure direct.

<u>Cost elements</u>	<u>People Transport</u> <u>2015/16 Actual</u>
<b>Employee Costs</b>	<b>£2,676,458</b>
<b>Third Party Payments</b>	<b>£784</b>
<b>Transfer Payments</b>	<b>£24,596</b>
<b>Premises Related Expenditure</b>	<b>£0</b>
<b>Transport Related Expenditure</b>	<b>£3,942,648</b>
<b>Supplies and services</b>	<b>£31,204</b>
<b>Controllable Internal Recharges</b>	<b>£63,630</b>
<b>Total Controllable Expenditure</b>	<b>£6,739,320</b>

- 3.3 Demand for transport has increased on average by 9.6% each year for several years and overall has increased by 38% since 2011/12. This is thought largely to be due to the mobility of population from inner London Boroughs but could also be due to deteriorating controls in determining eligibility. The resultant increased cost of increasing demand has been exaggerated by increasing inefficiencies in delivery. The service has evolved iteratively to accommodate this additional demand rather than fundamentally reviewing and overhauling routing and design to accommodate it in the most effective way.

#### **4. ALTERNATIVE OPTIONS CONSIDERED**

- 4.1 Termination of the service is not an option as we have a statutory obligation to provide free transport to school for children, of compulsory school age (5-16) who live over 2 miles from their nearest suitable school if age 8 or under and those who live over 3 miles if aged over 8. This is irrespective of whether a child has special educational needs. For those children with SEN then the local authority must consider free transport to those children who cannot transport themselves to school because of a mobility or health issue.
- 4.2 An outsource option is unlikely to return the full financial opportunities to the Council, the review recommended that we engage a delivery partner with the expertise to lead the delivery of the changes that are necessary.

#### **5. REASONS FOR RECOMMENDATIONS**

- 5.1 The capacity and expertise to deliver the required changes is not currently available in the service or easily identified in the wider council. It is now critical for this capacity and expertise to be secured.
- 5.2 To ensure best value for money from a corporate perspective the delivery partner will transform the PT service to become an all-encompassing transport service for the council. There are other passenger transport activities taking place across the council which would be better integrated in the PT team.
- 5.3 The delivery partner will be required to embed learning and resilience in the team, so that the Head of service will have the capacity to be influential across the council, to drive innovative transport strategies for changing demand, influence procurement to ensure best value and understand best value procurement and influence commissioners.
- 5.4 The current external procured services for vehicles and drivers are inflexible and the contractual restrictions are onerous on the council. The partner will be required to procure a more flexible external provider(s) to demonstrate best value and with considerable cost savings.

#### **6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS**

##### **6.1 Financial Implications**

- 6.1.1 This report is mainly seeking to agree the Council proceeds to award the contract to CPC Project Services LLP as a delivery partner to implement the identified changes, achieve the projected savings and take the People Transport Service through Transformation.

- 6.1.2 Following an invitation to Further Competition for the contact, CPC Project Services LLP has been selected as partner and the following financial benefits are projected in the contract (see table below).

Based on current demand; over the next 3 years the programme of transformation and demand management is anticipated to enable cumulative financial benefits of £1.329million, this is projected on an annual baseline 2015/16 actual spend of £6.739 million.

The programme ensures a £1.329 million per annum financial benefit that can be realized by the Council after the three year contract expires.

<b>Projected Annual Returns (CPC Project Services LLP )</b>			
	<b>2016/17 000's</b>	<b>2017/18 000's</b>	<b>2018/19 000's</b>
<b>Operational Initiatives</b>			
Annual Financial Benefit	£452	£377	£126
<b>Cumulative Financial Benefit</b>	<b>£452</b>	<b>£829</b>	<b>£955</b>
<b>Demand Control Initiatives</b>			
Annual Financial Benefit	£110	£111	£153
<b>Cumulative Financial Benefit</b>	<b>£110</b>	<b>£221</b>	<b>£374</b>
<b>Grand Total</b>			
Annual Financial Benefit	£562	£488	£279
<b>Cumulative Financial Benefit</b>	<b>£562</b>	<b>£1,050</b>	<b>£1,329</b>

- 6.1.3 The Delivery partner's fees are contingent on them making the projected savings.
- 6.1.4 The realization of the projected financial benefits will be reported and monitored by the Transport Operational Steering Group.
- 6.2 Legal Implications**
- 6.2.1 We have a statutory obligation to provide the PT service and will continue to do so.
- 6.2.2 The Council is procuring services by way of a call – off contract from a Framework Agreement ( “ the framework agreement “ ) . The framework agreement will be regulated in both its compilation, and its operation, by Regulation 33 of the Public Contracts Regulations 2015 ( “ the Regulations “ ). As long as the Council has called off the contract in compliance with the processes laid down under the framework

agreement, there should be negligible risk for the Council in entering this contract with the service supplier.

- 6.2.3 The main impact of the Regulations (Reg. 33 ) are : the term of the framework agreement must not be longer than 4 years ; once compiled, only those providers who have been placed on the framework agreement at the time it was compiled, can be awarded call -off contracts from the framework agreement; call- off contracts must be awarded in accordance with the procedures laid down in the framework agreement ; if the framework provides for further competition ( to award call- off contracts ) in the form of mini – competitions, all those providers who are eligible to provide the service under the call –off contract must be written to, and invited to submit tenders, at the time of the mini – competition , and ( mini- tender ) submissions must be evaluated and awarded in accordance with the evaluation and award criteria as originally laid down in the framework agreement

### **6.3 Property Implications**

Strategic Property Services have confirmed that there is no property Implications for this report.

### **6.4 Procurement Implications**

Procurement has agreed that procurement to source this partner was conducted via the contract procedure rules.

## **7. KEY RISKS**

- 7.1 *Strategic Risks:* While there is a strategic risk of taking a service through transformation, the external review of the PT Service has identified and assessed the uncertainties which could affect the overall delivery. This has looked at both internal and external factors which could hinder us from achieving the strategic objectives. The likelihood and impact are considered low in the overall delivery of a new innovative service for the Council. Managing strategic risk will be a continuous process performed by management, with regular analysis and updates.
- 7.2 *Financial Risks:* The potential benefits from securing a delivery partner and its costs to take the service through transformation far out-weight the risk of maintaining a PT Service in its current form. It is anticipated that the Council will see a cumulative financial benefit of nearly £3million. This ensures that a £1.329 million per annum budget reduction can be planned year on year when the contract with CPC finishes. The retendering of external providers to the PT Service from

January 2017, will in itself free us from restricted financial contracts. Ongoing financial budget monitoring will be put in place.

- 7.3 *Reputation Risks:* The biggest reputation risk facing any organisation is from social media and its ability to create a negative impact at a very quick pace. The overall result, which adopts modern technology, will offer a more user friendly service and demonstrate that the council is innovative and adapting to user demands to access the service. The transformation should result in an increased appreciation and reputation of the organisation from its current offering.
- 7.4 *Regulatory Risks:* The Regulatory risks are managed, both from continuation to provide the PT Service, complying with tendering rules and retaining staff, which will be up-skilled.

Risk Management have recommended that risks are reviewed throughout such an undertaking as is described in the report.

## **8. IMPACT ON COUNCIL PRIORITIES**

### **8.1 Fairness for All**

There is no intention to remove the PT Service. Service users will see an enhanced modern service, through use of a new routing technology. It is envisaged to provide a sustainable transport policy service of travel support to replace transport entitlement.

### **8.2 Growth and Sustainability**

While there is substantial savings to be made by re-modernising the PT Service, the new structure and operating model will be sustainable. In addition we have identified local transport services that will be given an opportunity to tender for external provision of fleet and personnel.

### **8.3 Strong Communities**

The service will be efficient and stable, one in which our communities can have confidence in the provision by the Council.

## **9. EQUALITY IMPACT IMPLICATIONS**

We have not completed an equalities impact assessment. The PT Service is open to the service users as identified by HHASC and Education. Each service route has a driver assistant who takes care of the service user. There is no change in our operating offer. Corporate advice has been sought in regard to equalities and an agreement has been reached that an equalities impact assessment is neither relevant nor proportionate for the approval of this report to award the contract.

## **10. PERFORMANCE MANAGEMENT IMPLICATIONS**

There will be ongoing budget monitoring and a performance management structure to both assess the performance of the delivery partner and the PT Service. The day to day operations will be managed by the HoS, with monthly meetings with the AD for Planning, Highways & Transportation, through a proposed steering group.

## **11. HEALTH AND SAFETY IMPLICATIONS**

Any personnel working for the delivery partner will be subject to our H&S policy as they will be expected to be co-located with the PT Service.

## **12. PUBLIC HEALTH IMPLICATIONS**

Transport has significant public health implications both in terms of how it is undertaken and access to services, facilities and social support. Assuming that the savings indicated in this report can be realised this will ensure a more efficient use of public funding which can then be used for other purposes benefitting the Enfield population.

## MUNICIPAL YEAR 2015/2016 REPORT NO.

### ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

#### OPERATIONAL DECISION OF:

Ian Davis,  
Director – Regeneration &  
Environment

#### REPORT OF:

Joanna Stronach Lenz,  
Public Health Strategist

**Agenda – Part:**

**KD Num: 4275**

**Subject:**

**Social Supermarket**

**Wards: Upper Edmonton**

Contact officer and telephone number: Joanna Stronach-Lenz, 020 8379 5378

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### 1. EXECUTIVE SUMMARY

- 1.1 In May 2015 the Greater London Assembly (GLA) has invited tenders for 2 social supermarkets. The Enfield bid was jointly headed by the Cabinet Member for Economic Regeneration & Business Development (Councillor Sitkin) and the Cabinet Member for Public Health and Sport (Councillor Keazor). Ward Councillors for the Upper Edmonton ward were also consulted prior to the submission of the bid application. Social supermarkets (SSM) are membership organisations that sell heavily discounted food to people in poverty as a 'hook' to offer them courses, training, support to either enter the job market or increase their personal and / or financial resilience.
- 1.2 Enfield has been successful in tendering for a social supermarket and awarded £100,000

### 2. RECOMMENDATIONS

It is therefore recommended that Enfield accepts the offer of a SSM which would mean converting part of Fore Street library into a social supermarket, working with 'Community Shop' (who would run the project at their own financial risk) and using match funding made available by the Business Economic Development Service from Council reserves in 2011. The allocation made available to the SSM programme will be £95,000. Additionally, the Council will contribute up to £50k to capital costs should this be needed beyond the capital funding offered by the GLA.



### **3. BACKGROUND**

- 3.1 On 14th May 2015 the Mayor of London announced that he would be inviting all London boroughs and the Corporation of London to apply for Greater London Authority (GLA) capital funding for a social supermarkets pilot.
- 3.2 One of the aims of this London social supermarkets pilot was to help tackle the incidence of food poverty which means that some on low incomes are priced out of good quality and healthier food options, often experiencing poorer diet and increased risk of health problems as a result.
- 3.3 Successful boroughs working with delivery partners would use GLA capital grant funding to set up social supermarkets which will enable Londoners vulnerable to food poverty to begin to be able to move away from crisis food interventions.
- 3.4 Social supermarkets work by securing high- quality residual food from retail and manufacture supply chains that would otherwise be sent as waste to landfill, but is fit for human consumption. They sell this food to social supermarket members at reduced prices, typically an average of one-third of normal retail price.
- 3.5 Social supermarkets then work with local agencies to provide a range of on-site support services to members. These are tailored to members' needs and help them overcome multiple barriers to getting out of poverty. On-site support may include money advice, debt counselling, and courses on healthy eating and cooking on a budget, as well as employability and vocational skills training. Profits in the retail side of the social supermarket are re-invested in that location (which is typically run as a Community Interest Company) to help deliver and develop the range of products and support services provided for members.
- 3.6 The pilot supermarkets operate on a commercial basis and are revenue self-sustaining. The social supermarket recruits members from the local community and sells residual food at a significantly discounted cost.
- 3.7 Successful applicants were required to meet the following criteria:
  - a. Provision of suitable, available, publicly-owned premises (such as existing or currently disused shop space). Identified premises to be minimum 3,000 square feet floor space, preferably 4,000 to 5,000 square feet, with planning permission secured or able to be obtained for food retail;

- b. Commitment to work with a delivery partner which already has or can demonstrate that they can secure agreements with retailers, manufacturers and supply chain operators to provide sufficient quantities of food and other goods into the shop;
- c. Commitment to good, high quality design and careful implementation of a scheme that is appropriate and beneficial to the place and forms part of a wider strategy for real long-term change;
- d. Commitment to work with the GLA Regeneration Team on project definition and delivery, including consultant and contractor procurement;
- e. Commitment to work with a delivery partner who maximises the proportion of healthy food and drinks available; encouraging and enabling members to eat healthy diets (high in fruit and vegetables, low in salt, sugar and saturated fats) and discouraging unhealthy diets, including through in-store promotions and activities;
- f. Ability to offer preferential property lease to delivery partner, minimum three years; this could be as a part of a wider town centre regeneration initiative that aims to increase footfall for example
- g. Commitment to including a wide range of wraparound support services to social supermarket members to address issues which have led to them experiencing poverty in the first place, including helping those members who are so able to enter employment or take up apprenticeships;
- h. Commitment to provide at least nine jobs for members of staff, and at least one apprenticeship, in each social supermarket with a majority recruited from the local area;
- i. Commitment to pay, or work with a delivery partner who commits to pay, London Living Wage to the employees of the social supermarket;
- j. Demonstration of links or planned links with local third-party support agencies such as Jobcentre Plus, Skills Funding Agency, local third sector organisations, Registered Social Landlords, debt counselling services and others for wraparound support for social supermarket members as well as provide access to potential members through contact the Council and its partners have with them;
- k. Demonstration of local need for the social supermarket services in terms of the numbers of people potentially eligible for

membership living locally. Membership will be for low-income local residents with the greatest need, in receipt of in-work and out-of-work benefits;

- l. Commitment to spend 100% of the GLA grant on capital costs relating to remediation and fit-out of the identified social supermarket premises;
- m. Provision of any capital costs above the £100,000 GLA grant to be borne by the borough or their delivery partner;
- n. Commitment to operate the social supermarket as a Community Interest Company, ensuring the shop "locks in" its operating profits to cover revenue costs and to reinvest profits to improve the shop and the support services it provides to members; and
- o. Commitment to share evaluation data with the GLA and contribute to evaluation to enable the GLA to assess the evidence for impact and scalability of the concept.

### **3.8 Business model**

The Community Shop model would mean that 'once the doors open' all financial risks are undertaken by Community Shop. However, this business model is based on either no, or a peppercorn, rent. LB Enfield would therefore use funding was secured for Business Economic Development Service (BED) from Council reserves in 2011 in order to ring-fence match-funding required to attract external funds. It can be either capital or revenue funding. It is intended the SSM business model would include a co-location of services, as such BED monies will be used to pay for rent and service charges of the site. The BED Service is committed to supporting vulnerable Enfield residents and moving them closer to the labour market. The initiative will also link to the developing Food sector forum to engage with businesses in the food sector which has a broad remit around all issues related to food production, distribution as well as messages around healthy eating.

It is intended that a steering group of all partners/stakeholders will be established to develop the delivery model. This group will meet on a periodic basis throughout the lifetime of the project. This will be to facilitate communication and ongoing monitoring of the project outcomes.

- 3.9 Changes in legal licensing following the conversion of use of building will need to be covered by LB Enfield.

## **4. ALTERNATIVE OPTIONS CONSIDERED**

This funding could be refused which would represent a lost opportunity in the borough to address food poverty, health and income inequalities and to bring people closer to the job market.

**5. REASONS FOR RECOMMENDATIONS**

The Enfield bid was jointly headed by the Cabinet Member for Economic Regeneration & Business Development (Councillor Sitkin) and the Cabinet Member for Public Health and Sport (Councillor Keazor). Ward Councillors for the Upper Edmonton ward were also consulted prior to the submission of the bid application.

Enfield is committed to increasing employment, reducing social isolation, reducing poverty and child poverty. This project will work with some 1200 people a year on these issues.

**6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS**

**6.1 Financial Implications**

6.1.1 Accepting this funding will require the use of balances held in the European Social Fund reserve (79197) as match funding to the project. This is at a total cost of £95k to cover rent and service charges for the next 3 years. Alternative funding will need to be identified should the project go into year 4 and beyond.

6.1.2 The GLA has offered £100k capital grant towards the project. In addition, capacity within the Council's capital budget has identified a further £50k should this be needed beyond the capital funding offered by the GLA. Costs exceeding this level will be funded by Community Shop.

**6.2 Legal Implications**

Planning permission will be required for a change of use for any identified building site into a social supermarket and café.

With reference to any procurement and contracting element in the matter : On the assumption that the Community Shop continues to run the social supermarket at no financial risk to Enfield for the term of the project, there would appear to be no pecuniary gain passing from Enfield to the Community Shop, and therefore no prospect of a public contract let by Enfield to the Community shop which is caught by any applicable procurement law or regulation in this respect, hence the arrangement outlined presents negligible, if any, risk in procurement terms.

If in the alternative , however, the arrangement was deemed to incorporate any element of procurement or contracting caught by the Public Contracts Regulations 2015, (" the Regulations " ), then as long

as the total value of the arrangement did not exceed the applicable EU threshold ( £589,148), the arrangement need only be let in compliance with Enfield's Standing Orders and SFIs in any event.

### **6.3 Property Implications**

- 6.3.1 As part of the Library Development Strategy 2015-2018, a number of Community Library sites have been offered as part of a commercial tender for a co-location of services. The Social Supermarket has bid for space, the outcome of which will be known in the week commencing the 11<sup>th</sup> April 2016.
- 6.3.2 If the Social Supermarket is chosen for the Fore Street Library, these Property Implications are subject to the marketing process and would only be applicable if the Social Supermarket entity is the eventual winner in this location.
- 6.3.3 The subject premises, 109/111 Fore Street N18, is a HRA retail shop and is currently occupied, in whole, by Library services.
- 6.3.4 As part of their ongoing review an opportunity to share approximately 50% of the floor space at this location was offered to the market by way of tender which will close shortly.
- 6.3.5 It is proposed to offer Community Shop a 3 year lease term for this area, which will be outside the security of tenure provisions of the Landlord & Tenant Act 1954, part 2. The rent payable is to be £30,000 p.a. and the Business and Economic Development Services have set aside £95k as match funding for the rent and service charge aspect only of this project from their reserve fund 2011.
- 6.3.6 There will be a service charge clause included within the lease which will cover cleaning, rates and utilities split between the Library service and the Social Supermarket
- 6.3.7 The tenant will be responsible, under the proposed lease terms, for all repairs and also for all outgoing related to the running of the business from this part of the unit to include, but not exclusively, business rates, electricity, water; fair proportion of fire insurance. It should be noted that the tenant will be responsible for obtaining their own contents insurance and for insuring the plate glass to the front of the shop. They will also need to hold public liability insurance to comply with the Councils requirements.
- 6.3.8 They will also be required to undertake / be responsible for all existing and future fire risk assessments and ensure that the building is suitably adapted to meet any DDA Act requirements as part of their occupation; also legionella test etc. They will also be responsible for undertaking regular checks to ensure all future compliance and for all Corporate landlord requirements.

6.3.9 A change of use and full planning application will be required with the Library Service and Strategic Property Services to be sent plans and modifications to the layout of the unit in the first instance to approve before submitting a planning application.

6.3.10 Any works, either as part of the adaption but also going forward, will need to be undertaken by suitably qualified engineers to the required standards as at the appropriate date. All evidence of compliance will need to be sent to the Council as landlord.

6.3.11 There is an element of concern that the produce/products to be sold will already be offered by adjoining shop tenants (both Council and Private) and inevitably there will be an element of overlap and competition. However the impact on existing businesses will be mitigated by the requirement that those using the service will have to be members of the enterprise for a period of 6 months only with membership restricted to 1 member per household.

6.3.12 It should be noted that the shop will require a change of use from the existing library user and it is noted that the author has already engaged the Planning Department in this matter. This permission will need to be obtained by the proposed tenant in advance of signing any lease and will be at their own risk.

6.3.13 The position of the extraction flue will need to be positioned carefully so as not to affect the residential units above the shop and library users.

6.3.14 Any lease and or licence will need to be in a format as agreed by Legal Services.

6.3.15 If the Social Supermarket is not successful in this marketing exercise then another substitute property will be required in a similar location. Strategic Property Services have a list of all opportunities and vacancies within the Borough or a new site search will reveal any vacancies should the Fore Street Library Option not move forward.

#### **6.4 Procurement Implications**

Procurement must be in line with contract procedure rules.

It is understood that this is an emerging market and therefore there are limited suppliers in the market to provide services. In this situation it may be difficult to find competition and therefore a waiver may be required. However the risk of challenge for a direct waiver will be minimal if there is little or no competition.

### **7. KEY RISKS**

Cause	Effect	Mitigation
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Securing of the preferred site: subject to a commercial tender.	An alternate site would need to be sought for delivery.	The feasibility and adaptability of a co-location model is currently being assessed.
Planning permission: change of use and possible alterations to internal building structure to accommodate the model.	Delay to the project plan.	Discussions with facilities/planning are already underway.
Ensuring finances are aligned for final project.	Delay to project plan.	Ongoing stakeholder meetings with the GLA.
Shortfall in capital funding for renovation of the building	Delay to the project plan.	Ongoing stakeholder meetings with the GLA and preferred provider.

## **8. IMPACT ON COUNCIL PRIORITIES**

### **8.1 Fairness for All**

The social supermarket will be based in an area of greatest need, working with those with the greatest need and will increase equity in the borough

### **8.2 Growth and Sustainability**

Helping people out of poverty and into employment will increase growth and sustainability.

### **8.3 Strong Communities**

By increasing equity across the borough this work will strengthen communities. The social supermarket will foster a greater sense of belonging in the neighbourhood and services will encourage and enable people to interact with others.

## **9. EQUALITY IMPACT IMPLICATIONS**

Corporate advice has been sought in regard to equalities and an agreement has been reached that an equalities impact assessment is neither relevant nor proportionate for the approval of this report to enter into an agreement to receive funding to deliver a Social Supermarket. However it is recommended that a Predictive Equalities Impact Assessment be undertaken following the sign off and before delivery to ensure that the service benefits the community and that it is fully accessible particularly by those in the protected characteristic groups.

## **10. PERFORMANCE MANAGEMENT IMPLICATIONS**

There are no direct performance management implications though we would ask the SSM for data on numbers of people seen, outputs etc.

## **11. HEALTH AND SAFETY IMPLICATIONS**

The Health and Safety implications will likely be as follows. There may be additional implications for co locating a retail and outlet and café. This will be determined subject to the successful securing of premises.

### **11.1 The building users must comply with all statutory requirements including:**

- Health & Safety at Work Act 1974
- Management of Health & Safety at Work Regulations (1999)

### **11.2 Fire/WorkPlace Risk Assessments:**

Risk Assessments are to be completed jointly by the Assisted Service Delivery staff and Community Shop as required by the Regulatory Reform (Fire Safety) Order 2006 and made available/shared by all parties

### **11.3 Staff/Volunteer instruction and training**

The manager responsible for each demise must ensure that all members of staff are given instructions and training appropriate to their responsibilities in what to do in the event of a fire.

It must be based on written instructions and shall include the following:

- Familiarisation with the means of escape from the premises.
- Verbal instruction of precautions to observe and how to reduce the risk of fire and action to be taken on discovering a fire or when the alarm is activated.

### **11.4 Smoking**

All employees and workers are required to minimise the effects of their smoke on others whilst at work. Therefore, no one is allowed to smoke within a minimum distance of 25 metres from any Council building and are requested to extinguish their cigarettes and dispose of them appropriately.

E-cigarettes are prohibited in the same way as cigarettes. This includes the use of e-shisha and all other names and variations of this product

### **11.5 Gas**

The Council arranges testing and servicing every 12 months by a Gas Safe Registered Engineer.

### **11.6 Legionella Testing**

The Council is responsible for arranging testing and Risk Assessments

### **11.7 Accidents/Incidents/First Aiders**



Please ensure that any accidents or incidents are reported to the Community Libraries Team Leader immediately.

Community Shop will provide its own First Aider

#### **11.8 Health and Safety Issues**

Community Shop and the Community Libraries Team Leader will work together to resolve operational issues relating to premises management, visitor safety, security systems and Health & Safety. Issues relating solely to the library space will be dealt with by Assisted Service Delivery staff.

#### **12. PUBLIC HEALTH IMPLICATIONS**

Improving nutrition and increasing employment prospects will be beneficial for public health in both the short and long-term. Community shop will not only benefit the direct members of the scheme but also family members. Nutrition status will be improved in the short-term, long-term health will be improved by bringing people closer to the jobs market. This programme will also help reduce climate change by reducing waste and landfill.

#### **Background Papers**

*None*