



REPORT OF:	HEAD OF PROPERTY SERVICES
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TO:	COUNCIL
DATE:	17 DECEMBER 2015

AGENDA ITEM NO:	11	WARD(S) AFFECTED:	EARLSWOOD AND WHITEWASHES
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SUBJECT:	PETITION: BURGER VAN, EARLSWOOD LAKES
PURPOSE OF THE REPORT:	TO RECEIVE A PETITION IN LINE WITH THE COUNCIL'S PETITION SCHEME

RECOMMENDATION

That Council notes the Petition received in relation to the catering provision at Earlswood Lakes and that the Council's comments be provided to the Head of Property Services for consideration in determining the catering contract at Earlswood Lakes.

SUMMARY

Under the Council's Petition Scheme, any petition with more than 400 signatures is referred to Council for debate.

The Council has received a petition of 1246 signatures (including 1017 off line signatures) relating to the provision of catering facilities at Earlswood Lakes. The Petition asks that the Council "should save the current Burger Van at Earlswood Lakes?". The full details are set out in paragraphs 5-8.

Options open to the Council in considering this petition are to:

1. Refer the petition to the Executive decision maker for consideration (in this case the matter is delegated to the Head of Property Services. (Recommended Option); or
2. Note the request of the petitioners and take no further action.

The first option is recommended to ensure that the petition is taken into account in determining the proposed new catering contract at Earlswood Lakes.

STATUTORY POWERS

1. The Council approved a revised Petition Scheme in May 2013 taking account of the Localism Act 2011. The scheme sets out how the Council will respond to petitions.
2. The Localism Act 2011 revoked requirements placed on Councils in relation to petitions however the Executive agreed to retain its Petition Scheme. Council Procedure Rule 11 requires that the Council adhere to its Petition Scheme.

PETITION SCHEME

3. The scheme sets out the type of response the Council will provide, based on the number of signatories to the petition.
4. The table below summarises the Council's approach:

Number of signatories	Response
less than 20	Response from Officer (treated as standard correspondence).
20 - 199	Response from relevant Member of the Executive.
At least 200	Referred to the Executive.
At least 400	Debated at a meeting of the full Council.

PETITION

5. An e-petition requesting that the current Burger Van at Earlswood Lakes be saved was received on 5 November 2015. In addition the current operator of the Burger Van has canvassed signatures for a 'paper' version of a similar petition using the following terms:

We have been given 3 months notice to vacate our pitch ending on 23 December 2015 after signing a 5 year licence in March of this year. The reason given is to Tender out the Catering facility.

Please sign our petition if you agree this is unfair and would like us to stay"

6. Officers have contacted the organisers of both the e-petition and the paper petition. Although the e-petition has been requested to remain open until 5 January 2016 a combination of the signatures received on both petitions total 1246 signatures. At the time of writing the e-petition had 229 signatures and the paper petition a further 1017 'off-line' signatures. As the total has already exceeded the threshold for reporting to Council (400) with the agreement of the petition organisers it has therefore been referred to Council for debate.
7. In line with the petition scheme, details of the petition have been published and are available from the Council's website along with the e-signatories. The off-line signatures to the petition are available from Democratic Services.
8. The Petition Scheme indicates that the Council will decide how to respond to the petition. They may decide to support the action the petition requests, or not, or refer

the matter to the Executive (or the Executive decision maker) for further consideration. The petition organiser will receive written confirmation of the Council's decision.

CURRENT POSITION AND ISSUES

9. The current operator of the catering facility at Earlswood Lakes has operated the facility since November 2007, when the service provision was last tendered. During this period the licence agreement has been periodically renewed without any major change to:
 - 1) the licence terms (including the provision of a mutual break option) or
 - 2) the licence fee, the most recent renewal being in March 2015.
10. As a general rule, the Council's 'Licence' form of property agreements all contain mutual break options. The inclusion of break options allow both the Council and licence holder flexibility, to bring an agreement to an end earlier than the contractual termination date, in accordance with the break option provisions if they wish, this is clearly stated within the licence, hence both parties are aware of this and the other terms when they sign the licence agreement.
11. During the period since November 2007, the Council has tendered catering provision at other locations within the Borough to improve service provision. One such improvement at all sites is the catering operators manage the on-site WCs on behalf of the Council. These improvements achieve financial savings for the Council, in the example given (management of WCs) by mitigating the need for the Council employing cleaning contractors.
12. The Council periodically tenders all its licences and contracts, this ensures all residents, businesses and other interested parties who wish to bid for specific contracts have the opportunity to do so. The guidelines around the re-tendering of Council contracts and licences ensure a fair and transparent process, with each bid being evaluated on the criteria detailed within the tender documentation.
13. Since the current Earlswood Lakes agreement was renewed in March 2015, the Council has had an opportunity to review the contractual obligations of this and compare it against its other catering agreements within the Borough. The existing agreement doesn't contain clauses which other catering contracts do, these include:
 - i)* Provisions for the on-site WC facilities to be cleaned and supplies replenished by the Catering Operator.
 - ii)* Allowance for an open book financial evaluation of the turnover from the service provider to ensure the council is receiving best value in terms of its rental income.
 - iii)* Confidentiality in respect of council and licence holder business dealings.
 - iv)* Menu ranges, offered to the public to ensure that a wide range of dietary requirements are catered for.
 - v)* Service requirements and standards.
 - vi)* Key Performance Indicators.
14. In addition to improved service provision, the inclusion of these clauses within service agreements, provides the Council much greater control to deal with any issues that arise from the operation of facilities by third parties on Council land. The current

Earlswood Lakes agreement doesn't provide the level of redress needed to deal with any management concerns that result from the service providers actions.

15. Officers considered waiting until the contractual expiry to bring the Earlswood Lakes catering licence in line with other sites is too long, hence operation of the break clause in September 2015, giving the current operator 3 months-notice to terminate the existing arrangement. The existing operator was invited to submit a tender for the revised service provision and offered any help needed to complete the tender return. Confirmation was received after the tender submission date that the current operator had decided not to submit a tender.
16. The form of tender used for Earlswood Lakes is similar to the Council's other recent comparable tenders, such as at Priory Park, Memorial Park and the Harlequin Theatre café, the specifics of which have been amended to be suitable for the location.
17. To ensure all interested parties have full flexibility with the tender, specific concession fees, percentage of profits and other financial elements of the tenders were not prescribed. This allowed each tenderer to propose a fee they feel was realistic, based on their individual financial projections.
18. In response to feedback from visitors to Earlswood Lakes and other residents, the tender included a section about future service provision. This invited tenderers to look at how leisure activities could be offered on the site and make suggestions as part of their bid about future service provision and what they could offer that was fitting for the location and for visitors to the Lakes.
19. Retaining the existing operation on identical or similar licence terms will significantly limit any future enhancement of the area as the licence doesn't allow the basis of the partnership working ethos needed to deliver the Council's aspirations. As referred to above the existing operator has chosen not to submit a tender for the new facility as they didn't feel the terms were suited to them.
20. Following the petition being made live on the Council's website, it became known that, through Social Media outlets, some misinformation was being circulated about the Council's proposals in seeking tenders for the provision of catering services at the Earlswood Lakes. It was therefore necessary to write to existing e-petitioners and potential new petitioners to clarify the position and to seek to avoid confusion on the Council's proposals. The following statement was therefore placed on the e-petitions facility on the Council's website:

"The Council fully supports provision of a catering facility at Earlswood Lakes. As with all its licences and contracts, the service provision at the Lakes must be periodically tendered. The tendering process ensures all residents, businesses and other interested parties who wish to bid for specific contracts have the opportunity to do so. The guidelines around the re-tendering of Council contracts and licences ensure a fair and transparent process, with each bid being evaluated on the criteria detailed within the tender documentation.

The Council has reviewed the current licence arrangement and compared this with its other catering provision across the Borough and is looking to improve and extend the services provided at the Lakes and specifically what leisure activities

could be offered there in addition to the catering. With this in mind, we are inviting tenderers to suggest their ideas as to what they can offer, what is fitting for the location and for visitors to the Lakes”

21. The tender period ran for 4 weeks and a significant level of interest was received, following adverts placed with the Nationwide Caterers Association and in the Surrey Mirror. The tender period closed on 26th November and tender returns are currently being evaluated to ensure they are compliant with the tender requirements. In due course each bid will be scored. Once this process is complete a recommendation will be made to the appropriate decision taker regarding the future service provision at Earlswood Lakes.

RECEIVING AND RESPONDING TO THE PETITION

22. Under the Petition Scheme, a spokesperson for the petitioners may present the petition and speak at the Council meeting for up to 5 minutes. A representative of the Petitioners will be attending the meeting to address Council.
23. The petition scheme provides that Council will decide how to respond to the petition at this meeting.
24. The options for the Council in relation to the petition are:
 1. Refer the petition to the Executive decision maker (in this case the Head of Property Services) for further consideration. (Recommended Option);
 2. To support the action requested on the petition; or
 3. Note the request of the petitioners and take no further action.
25. Option 1 is recommended to ensure that the petition is given full consideration in the appropriate forum.

FINANCIAL IMPLICATIONS

26. There are no direct financial implications in respect of the recommendation for the petition to be noted. The potential financial implications will arise from the analysis of the tenders received.

LEGAL IMPLICATIONS

27. The statutory position is set out at paragraphs 1 and 2 of this report.

EQUALITY IMPLICATIONS

28. There are no equality implications directly related to the petition.

Background Papers: Reigate and Banstead Petition Scheme
Petition submitted