



Department of the
Environment

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**The Draft Local Government
Best Value (Exclusion of Non-commercial
Considerations) Order (Northern Ireland)
2011
and
Associated Guidance**

Consultation Document

September 2011

Consultation on the Draft Local Government (Exclusion of Non-commercial Considerations) Order (Northern Ireland) 2011 and associated guidance

Comments should be sent by 31 October 2011 to:

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Foreword

by Alex Attwood, *Minister of the Environment.*



The Department is consulting on proposed legislation to remove restrictions imposed on District Councils which prevent them from considering certain workforce matters when entering into public supply or works contracts. Several Councils had previously raised this matter with the Department and I am therefore pleased to launch this consultation.

While the proposed legislation will permit Councils to include social clauses in their contracts, I believe there is more that can be done particularly in these austere times. There is the potential for councils to build into their functions and their entire spend, opportunities to employ the long-term unemployed, offer placements for graduate trainees, create Steps to Work trainees opportunities etc.

My own Department is investigating the potential to do so within our range of functions. Councils are encouraged to do likewise. Councils might wish to consider if new work, training or placement opportunities could be integrated into all council spend - both internal and external, including supplies, services, communications, capital, consultancy, etc. - and not just through the inclusion of social clauses in certain contracts. The Department will look to Councils to innovate and lead on this.

Such an approach will technically be beyond the current guidelines published by the Department of Finance and Personnel's Central Procurement Directorate and the Equality Commission for Northern Ireland. However, the Department would like to see this exercise undertaken and will liaise with Central Procurement Directorate about the model, where required.

Alex Attwood MLA

THE DRAFT LOCAL GOVERNMENT BEST VALUE (EXCLUSION OF NON-COMMERCIAL CONSIDERATIONS) ORDER (NORTHERN IRELAND) 2011 AND ASSOCIATED GUIDANCE

Purpose

1. The purpose of this consultation is to seek comment on the Department's proposal to make the Local Government Best Value (Exclusion of Non-commercial Considerations) Order (Northern Ireland) 2011 (the 2011 Order) under section 2(1) and (2) of the Local Government (Best Value) Act (Northern Ireland) 2002 (the 2002 Act). The proposed 2011 Order will provide for certain matters specified in Article 19(4) of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1992 (the 1992 Order) to cease to be non-commercial matters for the purposes of that Article.
2. The Department also seeks comment on the content of statutory guidance it intends to issue under section 2(3) of the 2002 Act. District councils will be required to have regard to such guidance in exercising a function regulated by Article 19 of the 1992 Order.
3. The Department intends to issue a copy of the 2011 Order, along with the associated guidance, by way of a Local Government Circular. A draft of that Circular, which provides detailed background to the proposals, is attached as Appendix A to this consultation document.

Freedom of information

4. The Department may publish a summary of responses following completion of the consultation process. Your response, and all other

responses to the consultation, may be disclosed on request. The Department can only refuse to disclose information in exceptional circumstances. **Before** you submit your response, please read the paragraphs below on the confidentiality of consultations as they give guidance on the legal position about any information given by you in response to this consultation.

5. The Freedom of Information Act gives the public a right of access to any information held by a public authority, namely, the Department in this case. This right of access to information includes information provided in response to a consultation. The Department cannot automatically consider as confidential information supplied to it in response to a consultation. However, it does have the responsibility to decide whether any information provided by you in response to this consultation, including information about your identity, should be made public or be treated as confidential.
6. This means that information provided by you in response to the consultation is unlikely to be treated as confidential, except in very particular circumstances.
7. The Lord Chancellor's Code of Practice on the Freedom of Information Act provides that:
 - the Department should only accept information from third parties in confidence if it necessary to obtain that information in connection with the exercise of any of the Department's functions and it would not otherwise be provided;
 - the Department should not agree to hold information received from third parties "in confidence" which is not confidential in nature; and

- acceptance by the Department of confidentiality provisions must be for good reasons, capable of being justified to the Information Commissioner.
8. For further information about confidentiality of responses please contact the Information Commissioner's Office (or see website at: <http://www.informationcommissioner.gov.uk>).

Human Rights

9. The proposals are considered compatible with the Human Rights Act 1998.

Equality

10. Under the terms of section 75 of the Northern Ireland Act 1998, the Department carried out screening for equality impact and is satisfied that the proposed 2011 Order will not lead to discriminatory or negative differential impact on any of the section 75 groups. A copy of the screening form can be viewed on the Department's website. http://www.doeni.gov.uk/index/information/equality_unit/pso_oct10-mar11.htm

Regulatory Impact Assessment

11. A regulatory impact assessment is not considered necessary as it is anticipated the proposals will have no significant impact on business, charities, social economy enterprises or voluntary bodies.

Rural Proofing

12. The Department has considered the impact of the proposed 2011 Order on rural dwellers and rural communities and, subject to any views expressed during the consultation process, believes that the proposed legislation (which is an enabling power for district councils) will not have any differential rural impacts.

Comments

13. Comments on the draft Local Government Circular, the 2011 Order and the associated guidance (see Appendix A) should be sent by 31 October 2011 to Tommy McCormick at the address below or by e-mail to LGPDConsultations@doeni.gov.uk
14. This Consultation Document is being circulated to persons and bodies listed in Appendix B and is also available to view at:
http://www.doeni.gov.uk/index/local_government/local_government_consultations.htm.

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LOCAL GOVERNMENT CIRCULAR NO. XX/2011

**THE LOCAL GOVERNMENT BEST VALUE
(EXCLUSION OF NON-COMMERCIAL
CONSIDERATIONS) ORDER (NORTHERN
IRELAND) 2011
AND
ASSOCIATED GUIDANCE**

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THE LOCAL GOVERNMENT BEST VALUE (EXCLUSION OF NON-COMMERCIAL CONSIDERATIONS) ORDER (NORTHERN IRELAND) 2011

Background and developments within the rest of the United Kingdom

1. In England and Wales, Compulsory Competitive Tendering (CCT) was introduced by the Conservative Government during the 1980s in an attempt to bring greater efficiency to local government services through the use of competition. The Local Government Planning and Land Act 1980 (the 1980 Act) and the Local Government Act 1988 (the 1988 Act) required local authorities to subject certain of their services to a CCT process which involved local authority direct labour organisations (DLOs) having to compete in tendering exercises for the award of contracts.
2. CCT activities extended to cover local government services such as:
 - refuse collection;
 - building cleaning;
 - sport and leisure management;
 - construction and property services;
 - street cleansing; and
 - catering for schools and welfare.
3. Local authorities have significant purchasing power and, prior to the introduction of the 1988 Act, they used that power to influence contractors to pursue the authorities' social policy objectives. Contractors might only have been included in an authority's approved list of contractors if they agreed to abide by the authority's special contract compliance conditions, e.g. contractors might have been required to

have fair wages clauses, to recognise trade unions, etc. Contract compliance conditions received a boost when authorities recognised it could be used as a defence against CCT and to ensure a “level playing field” when their DLOs had to compete for contracts against contractors on the authorities’ approved lists. Such a list could have been manipulated by an authority ensuring that only those contractors who, for example, paid comparable wages to those paid to the authority’s DLO, recognised trade unions, spent similar amounts on health and safety as the authority, etc., were included on its approved list.

4. The Government, however, introduced prohibitions in the 1988 Act on certain matters that local authorities could take into consideration in exercising their functions in relation to contracts for the supply of goods or services or for the execution of works. This was done to limit the practice of local authorities favouring in-house bids by excluding contractors, whose views or work methods conflicted with those of the authorities, from their approved lists of contractors.
5. Section 17 of the 1988 Act required a local authority to avoid the inclusion of non-commercial considerations within its contract documentation and lists the following as non-commercial considerations:
 - (a) ***the terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion, transfer or training of or the other opportunities afforded to, their workforces;***
 - (b) whether the terms on which contractors contract with their sub-contractors constitute, in the case of contracts with individuals, contracts for the provision by them as self-employed persons of their services only;

- (c) any involvement of the business activities or interests of contractors with irrelevant fields of Government policy;
- (d) ***the conduct of contractors or workers in industrial disputes between them*** or any involvement of the business activities of contractors in industrial disputes between other persons;
- (e) the country or territory of origin of supplies to, or the location in any country or territory of the business activities or interests of, contractors;
- (f) any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees;
- (g) financial support or lack of financial support by contractors for any institution to or from which the authority gives or withholds support; and
- (h) use or non-use by contractors of technical or professional services provided by the authority under the Building Act 1984 or the Building (Scotland) Act 1959.

6. The Local Government Act 1999 (the 1999 Act) repealed the requirement for local authorities in England and Wales to subject certain of their services to CCT and replaced it with a duty for authorities to ensure continuous improvement in the way in which they exercise their functions, having regard to a combination of economy, efficiency and effectiveness (i.e. the duty of Best Value). With the introduction of Best Value, it was realised that neglecting workforce matters in order to drive down costs could have adverse effects on the desired quality and value for money of the services being provided. To mitigate this, the Government took a power in section 19 of the 1999 Act to be able to

specify, in subordinate legislation, matters which would cease to be non-commercial considerations for the purposes of section 17 of the 1988 Act, i.e. local authorities would be able to consider such matters as part of their procurement processes.

7. Subsequently, using the powers in section 19 of the 1999 Act, the Local Government Best Value (Exclusion of Non-commercial Considerations) Order 2001 (the 2001 Order) was made and came into operation in England on 13 March 2001. The Order provided that certain matters specified in section 17(5)(a) and (d) of the 1988 Act (see those matters in bold italics in paragraph 5(a) and (d) above) were not to be considered as non-commercial matters for the purposes of section 17 of the 1988 Act:
 - to the extent that a Best Value authority considers it necessary or expedient, in order to permit or facilitate compliance with the requirements of Best Value, to exercise the functions regulated by section 17 of the 1988 Act in relation to its public supply or works contracts; and
 - for the purposes of a public supply or works contract which involves a transfer of staff to which the Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE Regulations) apply (these Regulations have subsequently superseded by the Transfer of Undertakings (Protection of Employment) Regulations 2006).
8. The 2001 Order had the effect of easing the restrictions on matters that local authorities could consider in exercising the following procurement functions in relation to their public supply and works contracts:
 - the compilation of approved lists of contractors;

- the selection of those invited to tender;
 - the acceptance or otherwise of a contractor; and
 - the approval and/or selection of or nomination of sub-contractors for a particular contract.
9. The 2001 Order also addressed the issue of whether TUPE regulations would apply to the transfer of an activity from a local authority to a private company or other body as a consequence of competitive tendering. Where the TUPE Regulations apply, the new employer takes over responsibility for the employees who transfer on the same terms and conditions and the current employer is obliged to make information available to, and consult with, representatives of the relevant employees.
10. Similar legislation to the 2001 Order was introduced in Wales in March 2002 (and in Scotland in 2003 under the Local Government in Scotland Act 2003).
11. Section 19(4) of the 1999 Act requires local authorities to have regard to guidance issued by the Secretary of State in exercising a function regulated by section 17 of the 1988 Act which is the subject of an order made under the 1999 Act. That guidance, which issued in England in March 2003, contained advice to local authorities on the use of social clauses in their procurement processes.

Position in Northern Ireland

12. The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1992 (the 1992 Order) replicated some of the CCT provisions in the 1980 and 1988 Acts in England and Wales and included a similar list of “non-commercial considerations” (Article 19 of the 1992 Order refers)

which Northern Ireland district councils are to exclude from their procurement processes.

13. Best Value was introduced within Northern Ireland local government by the Local Government (Best Value) Act (Northern Ireland) 2002 (the 2002 Act) which revoked the CCT provisions in the 1992 Order. Section 1(1) of the 2002 Act requires district councils to make arrangements for continuous improvement in the way in which their functions are exercised, having regard to a combination of economy, efficiency and effectiveness and section 2(1) replicated the power in section 19 of the 1999 Act, thus enabling the Department to specify, through subordinate legislation, matters which will cease to be treated as “non-commercial considerations”.

14. With district councils in Northern Ireland increasingly seeking new ways of delivering services to achieve value for money, the Department recognises that prohibiting councils from having regard to certain “non-commercial” matters could have an adverse impact on council contracts. Neglecting those matters in the Best Value procurement process in order to drive down costs could have negative effects on the desired quality and value for money of the services being provided. Furthermore, a few councils have asked for existing legislation to be amended to permit them to include certain social clauses in their contract documentation. *Accordingly, the Department has made the Local Government Best Value (Exclusion of Non-commercial Considerations) Order (Northern Ireland) 2011 (the 2011 Order) using powers in section 2(1) of the 2002 Act. The 2011 Order (see Annex A) came into effect on XX YYYY 2011 and will amend the list of “non-commercial” matters to exclude:*
 - *the terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion,*

transfer or training of or the other opportunities afforded to, their workforces; and

- *the conduct of contractors or workers in industrial disputes between them.*

15. The above mentioned “non-commercial matters” are excluded for the purposes of Article 19 of the 1992 Order:

- to the extent that a district council considers it necessary or expedient, in order to permit or facilitate compliance with the requirements of the 2002 Act, to exercise the functions regulated by that Act in relation to its public supply or works contracts with reference to those matters; and
- for the purposes of any functions regulated by that Article in relation to a public supply or works contract which involves a transfer of staff to which the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006(a) or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006(b) may apply.

16. The 2011 Order will enable councils to consider the above matters, for the purposes of Best Value, where they directly affect the cost and quality of services being provided. It will also give Northern Ireland councils similar powers to their counterparts in the rest of the UK in relation to public supply and works contracts.

(a) SI 2006/246

(b) S.R. 2006 No. 177

Departmental guidance

17. Section 2(3) of the 2002 Act requires that, where the Department has made an order under section 2(1) of that Act, councils, in exercising their procurement processes, shall have regard to any guidance issued by the Department. That guidance is included as Annexes B, C and D of this Circular.

Local Government Policy Division
Department of the Environment

Draft Order laid before the Assembly under Article 2(4) of the Local Government (Best Value) Act Northern Ireland 2002 for approval

DRAFT STATUTORY RULES OF NORTHERN
IRELAND

2011*No. *

LOCAL GOVERNMENT

Local Government Best Value (Exclusion of Non-commercial Considerations) Order (Northern Ireland) 2011

Made - - - - ***

Coming into operation - ***

The Department of the Environment makes the following Order in exercise of the powers conferred by section 2(1) and (2) of the Local Government (Best Value) Act (Northern Ireland) 2002(a).

Citation, commencement and interpretation

1.—(1) This Order may be cited as the Local Government Best Value (Exclusion of Non-commercial Considerations) Order (Northern Ireland) 2011 and shall come into operation on the day following the date on which this Order is approved by a resolution of the Assembly.

(2) In this Order—

“the 1992 Order” means the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1992(b);

“the 2002 Act” means the Local Government (Best Value) Act (Northern Ireland) 2002; and

(a) 2002 c. 4 (NI)
(b) SI 1992/810 (N.I. 6)

“public supply or works contract” means a contract for the supply of goods or materials, for the supply of services or for the execution of works.

Matters not to be non-commercial matters

2. The matters specified in Article 19(4)(a) (district council contracts: exclusion of non-commercial considerations) and the conduct of contractors or workers in industrial disputes between them as specified in Article 19(4)(d) of the 1992 Order shall cease to be non-commercial matters for the purposes of Article 19 of that Order(a)—

(a) to the extent that a district council considers it necessary or expedient, in order to permit or facilitate compliance with the requirements of the 2002 Act, to exercise the functions regulated by that Act in relation to its public supply or works contracts with reference to those matters; or

(b) for the purposes of any functions regulated by that Article in relation to a public supply or works contract which involves a transfer of staff to which the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006(b) or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006(c) may apply.

Sealed with the Official Seal of the Department of the Environment on ***

(L.S.)

A senior officer of the Department of the Environment

(a) Article 19 was amended by paragraph 6 of Schedule 2 to the Race Relations (Northern Ireland) Order 1997 (SI 1997/869 (N.I. 6)).

(b) SI 2006/246

(c) S.R. 2006 No. 177

EXPLANATORY NOTE

(This note is not part of the Order)

Article 19(1) of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1992 (the 1992 Order) provides that, in exercising any of the functions mentioned in paragraph (3) of that Article in relation to public supply or works contracts, district councils must exercise these functions without reference to certain non-commercial matters listed in paragraph (4) of that Article.

This Order provides that two of the matters listed in paragraph (4) shall cease to be non-commercial matters for the purpose of Article 19 of the 1992 Order. The matters concerned relate to the terms and conditions of employment etc. of a contractor's workforce and the conduct of contractors or their workers in industrial disputes. But, under the Order, those matters cease to be non-commercial matters only so far as necessary or expedient to permit or facilitate compliance with the Best Value requirements of the Local Government (Best Value) Act (Northern Ireland) 2002 or where there is a transfer of staff to which the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 may apply.

DEPARTMENTAL GUIDANCE ON THE HANDLING OF WORKFORCE MATTERS IN LOCAL GOVERNMENT CONTRACTING

Introduction

1. This guidance sets out how workforce issues should be taken into account in local government tendering, where such matters are relevant to the achievement of Best Value and also in circumstances where the requirements of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended (TUPE Regulations) or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 may apply.
2. The guidance is consistent with the Public Contracts Regulations 2006 as amended (the 2006 Regulations) (see paragraph 14 below) and with the achievement of Best Value. It does not purport to be an authoritative guide to public procurement law and district councils will need to interpret the relevant legislation and seek legal advice if necessary. It will be for councils to decide, in light of their own legal advice, how to handle these matters in each individual contract.
3. In addition to this guidance, councils may wish to refer to the guidance mentioned below (whilst they do not apply to councils, they are a valuable source of advice on procurement issues):
 - the joint Department of Finance and Personnel Central Procurement Directorate (CPD) and the Equality Commission for Northern Ireland (ECNI) publication “*Equality of Opportunity and Sustainable Development in Public Sector Procurement*” (May 2008)

http://www.dfpni.gov.uk/index/procurement-2/cpd/cpd-policy-and-legislation/cpd-sustainability/content_-_cpd_equality_of_opportunity_and_sustainable_development_in_public_sector_procurement/content_-_cpd_equality_of_opportunity_and_sustainable_development_gateway_page/equality_of_opportunity_and_sustainable_development_full_guidance.pdf; and

- the detailed suite of Guidance Notes produced by CPD to which Procurement Policy applies

http://www.dfpni.gov.uk/index/procurement-2/cpd/cpd-customers/content_-_cpd_-_policy_-_procurement_guidance_notes.htm.

4. The Department's views on the use of social clauses in local government procurement are set out in Annex C.
5. The guidance is issued under section 2(3) of the Local Government (Best Value) Act (Northern Ireland) 2002 (the 2002 Act) and covers:
 - Article 19 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1992 (the 1992 Order) and section 2 of the 2002 Act;
 - the Local Government Best Value (Exclusion of Non-commercial Considerations) Order (Northern Ireland) 2011 (the 2011 Order);
 - workforce issues in the context of Best Value procurement;
 - EU Procurement Rules;
 - the principles of good procurement practice;
 - the approach to workforce matters;
 - equal opportunities; and
 - a Code of Practice on workforce matters in district council contracts.

Article 19 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1992

6. Article 19 of the 1992 Order prevents district councils from introducing political or other irrelevant considerations into the procurement process. It achieves this by defining certain matters as “non-commercial” and by prohibiting councils from having regard to those matters in the contractual process. The relevant matters, as set out in Article 19(4) of the 1992 Order, include:
- the terms and conditions of employment by contractors of their workers or the composition of, the arrangements for the promotion, transfer or training of or the other opportunities afforded to, their workforces (Article 19(4)(a)); and
 - the conduct of contractors or workers in industrial disputes between them (part of Article 19(4)(d)).

Section 2 of the Local Government (Best Value) Act (Northern Ireland) 2002

7. Section 2(1) of the 2002 Act enables the Department to make an order to provide for specified matters to cease to be “non-commercial” matters for the purposes Article 19 of the 1992 Order. It is the Department’s view that councils should be able to consider the matters listed in paragraph 6 above in their procurement processes where they would affect directly the cost and quality of services to be provided to the extent permitted by EC Procurement Directives. Accordingly, the Department has made the 2011 Order (see paragraphs 8 and 9 below), a copy of which is attached as Annex A of this Local Government Circular.

The Local Government Best Value (Exclusion of Non-commercial Considerations) Order (Northern Ireland) 2011

8. The 2011 Order provides for the workforce matters mentioned in paragraph 6 above to cease to be defined as “non-commercial” matters for the purposes of Part III of the 1992 Order to the extent that they are relevant to the achievement of Best Value, and also in circumstances where they are relevant for the purposes of a TUPE transfer (e.g. where staff are transferred from a council as part of an award of contract to a private sector contractor).

9. The 2011 Order does not relax the restriction on those matters that can be said to be truly “non-commercial”. Workforce matters that are not directly relevant to the delivery of the service in question should not be taken into account and the following provisions of Article 19(4) of the 1992 Order that are not modified by the 2011 Order remain in force:
 - whether the terms on which contractors contract with their sub-contractors constitute, in the case of contracts with individuals, contracts for the provision by them as self-employed persons of their services only (Article 19(4)(b));
 - any involvement of the business activities or interests of contractors with irrelevant fields of Government policy (Article 19(4)(c));
 - or any involvement of the business activities of contractors in industrial disputes between other persons (part of Article 19(4)(d));
 - the country or territory of origin of supplies to, or the location in any country or territory of the business activities or interests of, contractors (Article 19(4)(e));
 - any political, industrial or sectarian affiliations or interests of contractors or their directors, partners or employees (Article 19(4)(f));and

- financial support or lack of financial support by contractors for any institution to or from which the council gives or withholds support (Article 19(4)(g)).

Workforce issues in the context of Best Value procurement

10. Under the 2002 Act, councils are required to make arrangements to secure continuous improvement in the way in which they carry out their functions, having regard to a combination of economy, efficiency and effectiveness. Best Value recognises that good procurement practices are essential if councils are to obtain real improvements to service costs and quality.
11. Best Value puts the interests of the public first and may involve the procurement of services from external service providers or through some form of partnership arrangement with other councils or public or specified bodies. Indeed, Best Value demands that services should not be delivered directly by councils if other more economic, efficient and effective means are available.
12. In taking account of the workforce matters that arise in procurement under Best Value, councils will need to recognise:
 - the connection between the quality of contracts and the handling of workforce matters. Good quality contracts depend on appropriately skilled and motivated workforces. Neglecting relevant workforce matters in order to drive down costs can have adverse effects on the desired quality and value for money of services;
 - the necessity of achieving the appropriate balance between considerations of cost and quality. This will depend on the nature of the service to be provided and the requirements of the service users.

It is unlikely that either a purely cost-driven or an unjustifiably expensive service will represent Best Value;

- that a transparent, open and fair procurement process is essential to attracting bids that provide the optimum combination of whole life cost and quality. All decisions should be based on objective criteria that are justifiable in terms of the performance of the service specified under the contract. Councils should therefore have clear procurement strategies, procedures and written policies for evaluating tenders;
- the emphasis on continuous improvement within Best Value and the implications for how strategic contracts in particular are structured;
- the relevance of equal opportunities to the delivery of contracts; and
- where appropriate, the importance of handling TUPE well, so as to allay workforce reservations about transferring to a new employer.

13. Procurement decisions by councils should take proper account of workforce issues. Staff and unions should be involved at an early stage in the procurement process if it is likely that a service is to be outsourced. In particular, staff and unions should be involved in the selection process and in the subsequent detailed work around the transfer. Where TUPE applies, the council is obliged to make information available to workers' representatives and the new employer and to consult workers' representatives on matters relating to the transfer.

EC Procurement Rules

14. The EC Procurement Directives are implemented in England, Wales and Northern Ireland by the 2006 Regulations. This guidance covers all contracts, whether or not they are subject to the 2006 Regulations, and

is consistent with the Treaty on the Functioning of the European Union (TFEU). Councils will need to bear in mind that:

- if a contract is subject to the 2006 Regulations, then councils must apply the relevant procedures; and
- if a contract is not subject to the 2006 Regulations, then councils will still need to adhere to general obligations contained within the TFEU (e.g. not to discriminate on grounds of nationality and to treat all suppliers fairly) and relevant UK law. In particular, councils should be mindful that Part III of the 1992 Order, as amended, applies to all contracts.

15. Under the 2006 Regulations, workforce matters may come into consideration at the pre-qualification and tender evaluation stages of the contractual process. The 2006 Regulations restrict the criteria for short-listing contractors (i.e. economic operators) to economic and financial standing and technical or professional ability. At the pre-qualification or selection stage, only workforce matters that affect the suitability of a candidate, as determined by those criteria, can be considered. Contract award criteria can be selected on the basis of either “most economically advantageous tender” or “lowest price”. For most contracts, awarding on the basis of “lowest price” is unlikely to be satisfactory. The Best Value option will involve other factors such as whole life cost, quality and service delivery. Contract award criteria should therefore not simply rely on price alone, unless councils are satisfied that the specification for the work incorporates all these matters. In practice, these conditions are unlikely to be satisfied in all but the simplest contracts. Choosing the “most economically advantageous” tender allows councils to consider more general matters, provided that those matters relate to the subject of the contract and provide benefit to the councils and do not result in discrimination between contractors. Workforce matters can be taken into account in so far as they relate to contract award criteria that concern the

performance of the contract (e.g. whole life cost, solution, risk sharing, transition, delivery, etc). The award criteria, sub-criteria and weightings to be used must also be published. Further guidance on the award of contracts can be found in paragraphs 7.11 to 7.14 of the CPD/ECNI publication (see paragraph 3 above).

Principles of good procurement

16. Some common principles of good procurement apply in all circumstances:

- the selection criteria should give councils sufficient information to form a view on the competence of potential service providers but without placing an undue burden on them;
- requirements and criteria should be applied consistently and fairly;
- potential service providers should understand clearly from the outset what categories of information and service standards may be expected. They should be provided with adequate, accurate and timely information at all relevant stages of the procurement process;
- all potential service providers must be subject to the same requirements to ensure fair competition and be treated equally throughout the procurement process;
- care should be exercised to avoid taking too narrow a view of how the service might be delivered as this may limit the options and deter potential providers; and
- in order to be able to demonstrate that procurement has been undertaken in an open and transparent manner, councils should ensure that bidders are fully aware of the basis for selection and award criteria and that all stages of the procurement process can be audited satisfactorily with reference to a clear, written policy on selecting and evaluating tenders and awarding contracts which is publicly available and made available to all bidders.

The approach to workforce matters: contract procedures

Introduction

17. Workforce matters can come into consideration at the pre-qualification, service specification, invitation to tender and tender evaluation stages of the contractual process. This part of the guidance sets out in detail how workforce matters can be taken into account in each of those stages.

Pre-qualification

18. It is good practice to follow a pre-qualification process. The purpose of pre-qualification is to produce a shortlist of organisations that have the capability to perform the contract. Candidates who have been convicted of certain offences or fall within specific grounds set out in the 2006 Regulations may be deemed ineligible for selection.
19. At the pre-qualification stage, the criteria for short-listing contractors are restricted to economic and financial standing and technical or professional ability. At this selection stage, only workforce matters that affect the suitability of a candidate as determined by those criteria should be considered.
20. The 2006 Regulations set out the criteria that can be used to select contractors to be invited to tender, i.e. their economic and financial standing and technical or professional ability to perform a contract taking into account, for example, skills, effectiveness, efficiency and reliability. The criteria to be used in the selection/pre-qualification process should be set out in the OJEU notice or in the invitation to tender or referenced in an advertisement where an OJEU notice is not required.

21. In terms of information that will be relevant to the handling of workforce matters, councils may wish to consider enquiring about the following matters:
- experience and track record over the past three years (five years for works contracts) in providing similar services. Certificates of completion may be useful and provide evidence of track records;
 - quality – details of accreditation, documentation and procedures, including health and safety management, environmental management, human resources procedures (staff management and employment practices), as relevant to the performance of the contract. This could include background information on the organisation; average annual staffing for the previous three years; details of staff involved in the provision of the service in question; their qualifications and training; and the bidder's TUPE track record, where relevant; and
 - details of convictions for criminal offences or any act of grave misconduct relating to the bidder's business or profession, including details of cases over the last three years where the bidder has been found by a Court or Tribunal to have breached the requirements of employment protection, including legislation on sex, race, disability, and health and safety matters. Details of any appropriate remedial actions taken should also be included.
22. The above list is not intended to be exhaustive and there will be instances where it will be appropriate for councils to ask further detailed questions. The key test will always be relevance to the performance of the contract.
23. In some circumstances only the bidding entity and not the company as a whole should be evaluated with regard to workforce matters. The workforce of an associated or parent company will, in some

circumstances be irrelevant and information relating to it should not therefore be requested. However, it is acceptable to use evidence produced by the associated or parent company to meet a request for information or evidence produced by a group of individuals or entities acting jointly for the purpose of selection or pre-qualification.

Service specification and conditions of contract

24. The purpose of the service specification and contract conditions is to define the council's objectives for the service to be provided and to set out the terms of the relationship between the council and the contractor. The council's objectives should take account of any statutory or regulatory requirements as well as the council's own objectives for the contract and the views of service users.
25. Writing the appropriate level of quality into the specification should attract bids which incorporate suitable staff management practices. The successful bidder will need to attract and retain a suitably skilled and motivated workforce in order to achieve satisfactory delivery of the contract. A poor specification that fails to address quality aspects is likely to lead to poor handling of staff management practices and poor delivery of the contract and hence to fail service users.
26. As far as possible, requirements should be specified in terms of outcome and performance, rather than how the contractor is to go about providing the service. This will provide scope for innovation in service delivery. Care must be taken not to infringe the procurement rules, for example, by referring exclusively to national standards or schemes without including the term "or equivalent" or by failing to refer to relevant EU standards or equivalents where available. Councils should avoid deterring private or voluntary sector organisations, or smaller firms and new entrants to the market, by specifying requirements that may not be

necessary and which these types of organisations may have difficulty in meeting.

Invitation to tender

27. The invitation to tender documents, sent to those organisations being invited to bid, should normally consist of the covering letter, instructions to tender, background information, terms and conditions of contract, specification and price schedule. The invitation letter, or an annex to it, should set out the information that tenderers should include in their tender documentation. This information should, where appropriate, include a transition plan for taking on staff under TUPE, training and development plans, as well as how the tenderer would meet specific service and quality issues.

28. Where appropriate, there should be a joint commitment between the council and contractor to service improvement during the life of the contract, including an agreed training and development plan. A view should be taken on whether the existing skills of the workforce are appropriate to the requirements of the contract and, if not, it should be made clear in the invitation to tender what additional skill levels may be required and ask how tenderers propose to make up any skills gap.

Tender evaluation

29. The purpose of tender evaluation is to select the bid that meets the council's requirements and delivers Best Value. It is essential that this is undertaken fairly and is seen to be so. The evaluation should be systematic, objective and well documented to provide a clear and logical audit trail. The award of contract must be based on the criteria with marking and weighting carried out as indicated in the invitation to tender. The approach taken on workforce issues at tender evaluation will depend on the service to be delivered and the proposed relationship

between the contractor and the council. Consideration of workforce matters at evaluation stage should relate directly to the delivery of the service in question. Training policies and development of the workforce may be relevant to the delivery of the contract, for example, where it will be necessary for staff employed on the contract to keep abreast of any technical or other development during its term.

30. Care should be taken that matters addressed at the pre-qualification stage are not revisited at the tender evaluation stage (unless a tenderer has a change of circumstances), where only matters relating to the deliverability of the contract should be considered.
31. Councils should ensure that all bidders, successful and unsuccessful, are notified of the outcome of the evaluation in accordance with provisions in the 2006 Regulations. Failure to follow a fair process may lead to the tender process being subject to judicial proceedings resulting in the award being set aside or a contract being declared ineffective with inherent costs and delays.

Contract management

32. Successful contract management depends on the soundness of the agreement made between the council and the contractor, and the effectiveness of their relationship (which also recognises the perspective of service users). Contract management should be conducted in a positive and co-operative fashion, in a way that is time and cost effective for both contractor and council, which will in turn be supportive for staff. Heavy-handed and over-detailed monitoring arrangements are likely to lead to distrustful relations and should be avoided.
33. Monitoring of workforce-related issues should be concerned with those matters identified as relevant to the performance of the contract, as well

as to statutory and regulatory requirements, and should fit into the normal reporting regime to avoid unnecessary burdens on contractors. Monitoring of the contractual requirements should be the same between in-house and external providers, although in-house providers may have additional corporate requirements to meet.

34. A positive approach to contract management will not only have direct benefits for the service being provided; it will also give contractors the opportunity to develop or enhance their reputation as a good employer, providing good quality services. This will raise the quality of the market and will in turn be valuable to the council in future tendering exercises.

Health and safety

35. Councils have a statutory duty under the Health and Safety at Work (Northern Ireland) Order 1978 with regard to the health and safety of their employees and others who may be affected by their undertakings. This duty cannot be delegated even where the work activity which forms part of the undertaking is contracted out. Councils are required by legislation to take reasonable steps to satisfy themselves that contractors have the ability and resources for managing health and safety in relation to the work being carried out. In assessing such arrangements, councils may request details of a contractor's health and safety management system in respect of the work concerned. No additional, non-statutory requirements should be placed on external providers that are not placed on in-house providers supplying the same or a comparable service. After a contract has been awarded, councils should have monitoring arrangements in place to ensure that any risks arising from the work contracted out are managed properly. The level of monitoring necessary will depend on the hazards and risks associated with the work.

Equal opportunities

36. Section 75 of the Northern Ireland Act 1998 requires all public authorities (including councils), in carrying out their functions relating to Northern Ireland, to have due regard to the need to promote equality of opportunity between:
- persons of different religious belief, political opinion, racial group, age, marital status or sexual orientation;
 - men and women generally;
 - persons with a disability and persons without; and
 - persons with dependants and persons without.
37. In addition, without prejudice to the above obligations, public authorities (including councils) must, in carrying out their functions relating to Northern Ireland, have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group. Furthermore, councils are subject to the requirements of other equality legislation, including the Sex Discrimination (Northern Ireland) Order 1976, the Disability Discrimination Act 1995, the Race Relations (Northern Ireland) Order 1997, the Fair Employment and Treatment (Northern Ireland) Order 1998, the Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003 and the Employment Equality (Age) Regulations 2006.
38. Best Value works within the existing legal framework and councils have to observe the requirements of all legislation on equality. It will therefore be for councils to decide, in the light of their own legal advice, how far to bring equal opportunities into the contracting process. This guidance suggests ways in which the treatment of equal opportunities may be relevant to each stage of the contracting process. Further guidance can

be found in paragraphs 2.16, 10.14 and 10.18 to 10.19 of the CPD/ECNI publication.

Pre-qualification stage

39. Councils may take account of the practices of potential service providers in respect of equal opportunities (e.g. race, religion, age, sex, sexual orientation and disability) where it is relevant to the delivery of the service under the contract.

40. Councils should during the pre-qualification stage seek information as to the general competence, track record, details of criminal offences and acts of grave misconduct (as set out in the 2006 Regulations) including in relation to legislation on race, religion, age, sex, sexual orientation and disability. Candidates who have been convicted of certain offences or fall within specific grounds set out in the 2006 Regulations may be deemed ineligible for selection. Furthermore, Northern Ireland contractors, who are in default of their obligations in respect of registration and monitoring under the Fair Employment and Treatment (Northern Ireland) Order 1998 and on whom the Equality Commission for Northern Ireland has served disqualification notices under that Order, should be excluded from the tendering exercise.

41. At pre-qualification this should provide sufficient information to make a proper assessment as to whether an individual contractor should be invited to tender. Councils should not make requirements of potential contractors that exceed what is permitted under the 2006 Regulations and they should be careful to strike a balance in their approach to seeking information. Neither will they wish to leave themselves vulnerable to the risk of poor performance during the life of the contract, but equally they should avoid making requests for information that are disproportionate to those risks and not strictly relevant to the contract.

42. For guidance in relation to the selection of suitable contractors to be invited to tender and on the use of pre-qualification questionnaires, Procurement Guidance Note 04/10 available on the CPD website provides useful advice as does paragraphs 6.19 to 6.21 of the CPD/ECNI publication.

Invitation to tender and service specification

43. Services that involve regular contact between providers and the users of the service, or the wider community, may frequently require specific attributes of providers with regard to fair treatment and equal opportunities. Councils should address such considerations fully in their contract specifications in a way that does not prejudice fair competition or Best Value considerations. For example, where the service requires particular qualities in the staff, councils should address these matters in outcome terms as part of the specification (i.e. how the bidder would meet the needs of a particular community group), not in terms of the composition of the contractor's workforce which itself is no guarantee of quality of service.
44. A council may require a contractor's staff, when those staff are employed on the contract, to abide by any staffing policies, including those on equal opportunities, which are in operation where the work is being carried out.
45. Further guidance on service/contract specification can be found in Chapter 5 of the CPD/ECNI publication.

Tender evaluation

46. At the evaluation stage, councils should assess how, on the basis of the bids, the potential contractors will deliver the service and meet the needs of service users. Councils must also satisfy themselves that the bids will

meet legal requirements placed on councils, and those which are placed on the successful contractor in respect of equal opportunities and human rights legislation. In addition, you may also wish to refer to the Procurement Guidance Note 02/09 on tender evaluation available on the CPD website.

Code of Practice on workforce matters in district council contracts

47. A Code of Practice, which is attached as Annex D of this Local Government Circular, should be included in a council service contract where it is likely that council employees will transfer to a private or voluntary sector partner as part of the contract and on the retender of any contract to which the Code was originally applied. The Code will ensure that new joiners to the transferred-out workforce are offered terms and conditions which are, overall, no less favourable than those of the transferred staff. This “no less favourable” formula does not apply to pensions, but under the Code new joiners must also be offered broadly comparable pension provision which may be membership of the Northern Ireland Local Government Pension Scheme, a good quality employer pension scheme or a stakeholder pension scheme with an employer contribution.

48. The Code will ensure that the provision of quality services is not undermined by poor employment practices in respect to new joiners. It will prevent the damaging “two-tier” situation where TUPE transferred staff on good conditions work beside newly-recruited staff on much poorer terms and conditions. It is clear that partnerships with the private and voluntary sectors should only be selected where these will drive up service performance standards, not in order to drive down staff terms and conditions. Best Value is more likely to be achieved in circumstances where all parties are focused on service improvements.

49. The Code will not prevent councils or contractors from addressing productivity issues by working with their workforces in a positive manner to achieve continuous improvement in the services they deliver. Whilst the overall package must be no less favourable, this does not mean that its elements cannot be changed. Indeed, a contractor would be unlikely to provide Best Value if it did not consider the various elements that make up the terms and conditions and ensure that it provided a package best suited to delivering an improved service. It will therefore be important for councils to discuss with all contractors, from an early point in the procurement process, how they intend to recruit and motivate staff under the Code in order to raise service standards.

The Department's views on the use of social clauses in local government contracts.

The Department would encourage councils to consider the inclusion of social clauses in their contracts if it represents Best Value. Such clauses should comply with the Treaty on the Functioning of the European Union (TFEU) and with European Public Procurement legislation. The European Commission has provided clarification on the possibilities that Community law offers public purchasers who wish to take account of relevant social considerations in public procurement procedures. This clarification takes the form of an Interpretative Communication that explains how social concerns may be taken into account at each separate stage of the contract award procedure (copies of this document can be downloaded at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2001:0566:FIN:EN:PDF>

The Interpretative Communication goes some way to clarifying these complex issues, but difficulties may remain about the boundaries of what is admissible. There is limited case law in this area. A council must make its own judgement about the use of social clauses in procurement based on its own legal advice. Each case will be different and must be judged on its merits.

Where the EC Procurement Directives apply, award criteria must be relevant to the subject of the contract and provide a benefit to the council concerned. Even where the Directives do not apply, award criteria must be consistent with the fundamental principles of the TFEU, particularly non-discrimination.

The Interpretative Communication makes it clear that relevant social and employment issues can be included as contract conditions provided that they are non-discriminatory and are included in the contract notice or contract documents. A statement from tenderers that they are presently and will in the future, be unable to comply, could rule them out of the competition.

If the subject matter of the contract (the supply or service in question) requires specific know-how in the “social” field, specific experience or ability in this field may be relevant to the assessment of the technical capability of tenderers.

It remains the responsibility of individual councils to make their own judgement about the use of social considerations in procurement, consistent with domestic law, including the duty of Best Value, and the EC legal framework.

Further guidance on the use of contract conditions can be found in Chapter 8 of the CPD/ECNI publication – in particular, see paragraphs 8.6 to 8.10 which refer to social clauses.

CODE OF PRACTICE ON WORKFORCE MATTERS IN DISTRICT COUNCIL CONTRACTS

Workforce matters under Best Value

1. This Code of Practice sets out an approach to workforce matters in council contracts which involve a transfer of staff from a council to a service provider, or in which staff originally transferred out from a council as a result of outsourcing are TUPE transferred to a new service provider under a retender of a contract. The Code should form part of the service specification and conditions for all such contracts.
2. The Code recognises that there is no conflict between good employment practice, value for money and quality of service. On the contrary, quality and good value will not be provided by organisations who do not manage workforce issues well. The intention of a council should therefore be to select only a provider who can offer staff a package of terms and conditions which will secure high quality service delivery throughout the life of the contract. Those terms and conditions must be sufficient to recruit and motivate high quality staff to work on the contract and designed to prevent the emergence of a “two-tier workforce”, dividing transferees and new joiners working beside each other on the same contract.
3. A provider who intends to cut costs by driving down the terms and conditions for staff, whether transferees or for new joiners taken on to work beside them, will not provide Best Value and should not be selected to provide services for the council. However, nothing in this

Code should discourage councils or providers from addressing productivity issues by working with their workforces in a positive manner to achieve continuous improvement in the services they deliver.

Treatment of transferees

4. In contracting-out of services, a council will apply the principles set out in the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector and the Annex to it, A Fair Deal for Staff Pensions http://www.hm-treasury.gov.uk/d/staff_transfers_145.pdf. The service provider will be required to demonstrate its support for those principles and its willingness to work with a council fully to implement them.
5. The intention of the Statement of Practice is that staff will transfer and that TUPE should apply, and that in circumstances where TUPE does not apply in strict terms, the principles of TUPE should be followed and the staff involved should be treated no less favourably than had TUPE applied.
6. The Annex to the Cabinet Office Statement of Practice requires the terms of a business transfer to protect the pensions of transferees. Staff must have access to the same or broadly comparable pension scheme or better, as defined in the Cabinet Office Statement of Practice. There must also be arrangements for the handling the accrued benefits which staff have already earned.

Treatment of new joiners to an outsourced workforce

7. Where a service provider recruits new staff to work on a council contract alongside staff transferred from the council, it will offer employment on

fair and reasonable terms and conditions which are, overall, no less favourable than those of transferred employees. The service provider will also offer reasonable pension arrangements (as described at paragraph 10 below).

8. The principle underpinning the provisions of paragraph 7 is to consider employees' terms and conditions (other than pension arrangements which are dealt with in paragraph 10) in the round – as a “package”. This Code does not prevent service providers from offering new recruits a package of non-pension terms and conditions which differs from that of transferred staff, so long as the overall impact of the changes to the package meets the conditions in paragraph 7. The aim is to provide a flexible framework under which the provider can design a package best suited to the delivery of the service, but which will exclude changes which would undermine the integrated nature of the team or the quality of the workforce.

9. The service provider will consult representatives of a trade union where one is recognised, or other elected representatives of the employees where there is no recognised trade union, on the terms and conditions to be offered to such new recruits. The arrangements for consultation will involve a genuine dialogue. The precise nature of the arrangements for consultation is for agreement between the service provider and the recognised trade unions. The intention is that the service provider and recognised trade unions should be able to agree on a particular package of terms and conditions, in keeping with the terms of this Code, to be offered to new joiners.

Pension arrangements for new joiners to an outsourced workforce

10. The service provider will be required to offer new recruits taken on to work on the contract beside transferees one of the following pension provisions arrangements:

- membership of the Northern Ireland Local Government Pension Scheme, where the employer has admitted body status within the Scheme and makes the requisite contribution;
- membership of a good quality employer occupational pension scheme, either being a contracted out, final-salary based defined benefit scheme, or a defined contribution scheme. For defined contribution schemes the employer must match employee contributions up to 6%, although either could pay more if they wished; or
- a stakeholder pension scheme, under which the employer must match employee contributions up to 6%, although either could pay more if they wished.

On a retender of a contract to which this Code applies, the new service provider will be required to offer one of the above pensions options to any staff who transfer to it and who had prior to the transfer a right under the Code to one of the pension options.

Monitoring arrangements

11. Throughout the length of the contract, the service provider will provide the council with information as requested which is necessary to allow the council to monitor compliance with the conditions set out in this Code. This information will include the terms and conditions for the transferred staff and the terms and conditions for employees recruited to work on the contract after the transfer.

12. Such requests for information will be restricted to that required for the purpose of monitoring compliance, will be designed to place the minimum burden of the service provider commensurate with this, and will respect commercial confidentiality.

Enforcement

13. The council will enforce the obligations on the service provider created under this Code. Employees and recognised trade unions should, in the first instance, seek to resolve and complaints they have about how the obligations under this Code are being met, directly with the contractor. Where it appears to the council that the service provider is not meeting its obligations, or where an employee of the provider or a recognised trade union writes to the council to say that it has been unable to resolve a complaint directly with the provider, the council will first seek an explanation from the service provider. If the provider's response satisfies the council that the Code is being followed, the council will inform any complainant of this. If the response does not satisfy the council, it will ask the provider to take immediate action to remedy this. If following such a request, the provider still appears to the council not to be complying with the Code, the council will seek to enforce the terms of the contract, which should incorporate this Code. In addition, where a provider has not complied with this Code, the council will not be bound to consider that provider for future work.
14. The contract shall include a provision for resolving disputes about the application of the Code in a fast, efficient and cost-effective way as an alternative to litigation, and which is designed to achieve a resolution to which all the parties are committed. The provider, council and

recognised trade unions or other staff representatives, shall all have access to this “alternative dispute resolution” (ADR) process.

Sub-contractors

15. This Code sets out procedures for handling matters between a council and a service provider or primary contractor. Where a primary contractor (to provide services to a council) transfers staff originally in the employ of the council to a sub-contractor, in consequence of the terms of the primary contractor’s obligations to the council, the primary contractor will be responsible for the observance of this Code by the sub-contractor.

List of Consultees

Age NI
All Northern Ireland District Councils
An Munia Tober
arc21
Association of British Insurers
Association of Local Government Finance Officers
Association of Public Service Excellence
Belfast Solicitors Association
British Bankers Association
British Chamber of Commerce
Carers NI
Chief Local Government Auditor
Church of Ireland
Civil Law Reform Division
Community Relations Council
Confederation of British Industry
Construction and Employers Federation
Courts and Tribunal Service
Disability Action
District Judge - Magistrates Court
Engineering and Employers Federation
Engineering and Employers Federation Northern Ireland
Equality Commission for NI
Equality Forum NI
Federation of Master Builders
Federation of Small Businesses

Finance and Leasing Association
Food Standards Agency for Northern Ireland
Gingerbread
HM Council of County Court Judges
HM Revenue & Customs
Irish Bankers Federation
Law Centre (NI)
LGBT Forum
Local Government Staff Commission
Men's Project
MENCAP
MEPs
Methodist Church in Ireland
Ministry of Defence
MLAs
MPs
NI Assembly / Committee for the Environment
NI Association of Citizens Advice Bureaux
NI Chamber of Commerce and Industry
NI Council for Voluntary Action
NI Council of Trade
NI Court Service
NI Gay Rights Association
NI Human Rights Commission
NI Political Parties
NIC / ICTU
North Western Region Waste Management Group
Northern Ireland Bankers Association
Northern Ireland Court Service
Northern Ireland Finance House Association

Northern Ireland Judicial Appointments Commission
Northern Ireland Law Commission
Northern Ireland Local Government Association
Northern Ireland Ombudsman
Northern Ireland Public Service Association
Participation and the Practice of Rights Project
Presbyterian Church in Ireland
Public Service Commission
QUB – School of Law
RNIB
RNID
Rural Community Network
Rural Development Council
Save the Children
Secretary – Catholic Bishops of Northern Ireland
Society of Local Authority Chief Executives
Society of Procurement Officers
SWaMP2008
The Executive Council of the Inn of Court Northern Ireland
The General Consumer Council for Northern Ireland
The Law Society of Northern Ireland
The Northern Ireland Council for Ethnic Minorities
UU – School of Law
Women’s Support Network
Youthnet