Appendix A3 - Specification Unlicensed Vehicles Service

1. Categories of Vehicle for Removal and Historical Information

   Vehicles removed under Unlicensed Vehicles Service within this contract will fall into one of two classes as follows**:**

Designation	**Description of Designation**	**Estimate Annual* %**
Class D	Vehicles which require a clamp being Attached and/or removed at the roadside	5%
Class E	Vehicles which must be kept in safekeeping either by the Contractor or at a site(s) designated by the Council, and will be collected by the owner within 14 days once all relevant fees have been paid to the council.	25%
Class F	Vehicles which must be kept in safekeeping either by the Contractor or at a site(s) designated by the Council. If not collected by the owner within 14 days the vehicle can be destroyed or sold following relevant approval	20%

NB1. No guarantee is given or implied that the above figures will remain at this level during the term of the contract.

2.0 Arrangements/Instructions for Removal

2.1 On completion of the various checks to ascertain that the vehicle is unlicensed, the Council's Representative will issue written instructions to the Contractor to arrange for Collection, removal and retention.

2.2 All unlicensed vehicles will be securely retained at the contractors registered facility pending further instructions from the Council's Representative. This storage facility should be safe and secure and meet the requirements of health & safety and other appropriate legislation and possess all necessary operating permits. If disposal is subsequently necessary, the Contractor will be instructed to arrange collection from that site at no extra cost to the Council.

2.3 The Contractor will carry out the specific instructions of the Council's Representative regarding time and method collection.

2.4 The Contractor will provide the Council's Representative with written confirmation that the instruction has been carried out within two working hours.

2.5 The Contractor will ensure that each vehicle which is removed by it on the instructions of the Council's Representative will have attached to it or imprinted on to it in a clearly legible position, a unique identification number linking the vehicle to the official written instructions issued by the Council's Representative for its removal. Such identification number must retain with the vehicle until its final disposal or return to its lawful owner.

2.6 Following disposal of a vehicle, written confirmation thereof must be sent to the Council's Representative or any other officer(s) of the Council nominated by him, within 2 working hours of the disposal date, and should include confirmation that the DVLA has been notified in the appropriate manner.

2.7 The Contractor will be required to make its own arrangements for the collection of instructions on a daily basis (Monday to Friday between 0800hrs and 1700hrs) from BCP Council Offices at the Town Hall Annexe, St Stephens Road, Bournemouth, BH2 6EA, or such other locations as will be notified to it.

2.8 The Contractor will provide a contact number for use between the hours of 0800hrs and 1700hrs to receive instructions and/or enquires from the Council and an emergency out of hours telephone number for use at all other times, in addition, the Contractor will also provide a facsimile number and an electronic mail address so as to facilitate the speedy and effective transmission of instructions from the Council's Representative.

2.9 The Contractor must ensure that the correct vehicle is removed and will be held entirely responsible for all consequential costs, claims and damages if it removes, or attempts to remove, the wrong vehicle.

2.10 The Contractor shall dispose of all vehicles that have been classified as Class F vehicles to a licensed scrap metal merchant or other authorised treatment facility unless otherwise instructed by the Council's Representative. In all other cases the Contractor will only be permitted to dispose of a vehicle after written instructions have been received from the Council's Representative.

2.11 Where a Contractor disposes of a vehicle, written confirmation thereof must be sent by it to the Council's Representative within two working hours of the disposal date.

2.12 Where the Contractor has removed a vehicle it must ensure that any detritus associated with it has been removed from the vehicle and the site and that the site is left in a clean and tidy condition.

2.13 The Contractor will be responsible at its own expense for the removal, transport and proper disposal of any rubbish or other detritus associated with the removal of the vehicle and will be responsible for ensuring that it possesses all necessary waste carriage licences and for maintaining these to the satisfaction of the Regulatory Authority and the Council's Representative. The Contractor will provide proof of possession of such licences at the request of the Council's Representative and any other lawfully appointed officer.

2.14 Instructions for the collection and removal of vehicles will be in the form of an official order signed by the Council's Representative and will indicate the location of the vehicle together with details of the make, colour and registration number where possible.

2.15 The Contractor must notify the Councils Representative of any inconsistency in the instructions after arrival at the site of the vehicle and will be entirely responsible for any claims which may subsequently arise if a vehicle is removed which does not accord with the details of the instruction.

2.16 Prior to the removal of a vehicle, the Contractor is required to inspect it for any damage, photograph it on all four sides and record the extent of damage for future reference. A detailed inventory of any articles found inside the vehicle must also be taken.

2.17 The Contractor will ensure that no damage whatsoever is caused to any vehicle, persons or property other than that required to gain entry to the vehicle. After removal, the Contractor must ensure that any damage caused thereby is made good to the reasonable satisfaction of the Council's Representative.

3.0 Removal of Class E Vehicles

3.1 Class E Vehicles will normally be removed singly unless written instruction is issued to the contrary.

3.2 On removal, the contractor shall arrange to meet the Council Representative at the location of the vehicle and complete all required documentation.

4.0 Time allowed for Removal/ Clamping

4.1 The contractor will remove a vehicle in accordance with the following timetable:

(i) Routine: within 24 hours of notification; and

(ii) Emergency: within 3 hours of notification.

5.0 Condition and Situation of Vehicles Removal

5.1 The Contractor must be prepared and equipped to remove vehicles from anywhere within the BCP Councils area when instructed to do so. Some instructions may involve the removal of vehicles from difficult locations. The Contractor will not be required, nor is it expected. To undertake the collection of any vehicle from a position that represents a hazard either to its employees, members of the public or any other persons property. Where a vehicle is not collected for this reason the Contractor will be required to demonstrate to the satisfaction of the Council's Representative that it has taken all reasonable steps to undertake the service and will agree with him how the removal is to be subsequently carried out where reasonably practicable.

5.2 Vehicles to be removed under this contract may be without wheels or other parts and may be situated in such a place or in such a way as to make removal difficult, e.g. removal from a multi storey car parks where headroom is restricted. The Contractor will be deemed to have taken account of such difficulties in fixing the contract sum. No claims for additional payment will be accepted by the Council in respect of any difficulties that might be experienced in the removal of vehicles under this contract.

5.3 Prior to the removal of a vehicle from any site on the instructions of the Council's Representative, the Contractor will satisfy itself that it has carried out a suitable assessment of the risks involved to its employees, the public and surrounding land and property and will perform the required removal is such a way as to reduce or remove such risks. In particular, the Contractor will be expected to have familiarised itself with the risks associated with the removal of burnt-out vehicles and those with fuel remaining in their tanks.

5.4 The Contractor will be responsible for the removal of vehicles in such a way as to minimise or remove the risk of pollution to the environment and will advise the Council's Representative immediately where a pollution event occurs.

6.0 Storage

6.1 The Contractor shall: -

(i) Provide a safe and secure storage facility or facilities where vehicles may be kept until the Council's Representative issues authorisation to dispose of such vehicles.

(ii) Operate a satisfactory system for the release of vehicles to bona fide owners on receipt of an official Vehicle Release Receipt within normal working hours as defined herein above.

7.0 Aborted Journeys

7.1 No claims will be accepted by the Council in respect of any vehicle which has been removed without the Council's authority from any location indicated on the removal instruction prior to collection by the Contractor, resulting in an aborted journey.

8.0 Vehicles Reclaimed by Owners

8.1 In the event of a vehicle being claimed by a person who satisfies the Council's Representative that he/she is the lawful owner and all relevant fees have been paid to the Council, the Contractor will be required to release the vehicle to that person following the receipt of a written release instruction signed by the Council's Representative. No vehicle whatsoever will be released without a written instruction from the Council's Representative.

8.2 The vehicles release receipt will confirm the details of the owner and vehicle, fees paid, and will require an identification check prior to a vehicle release.

9.0 Vehicles Voluntarily Surrendered

9.1 In the event of a vehicle being voluntarily surrendered for disposal, the Contractor will be provided with the keys to the vehicle at the time of being issued with written instruction by the Council's Representative.

10.0 Plant and Equipment

10.1 Transporters used by the Contractors for the removal of vehicles under this contract must be property licensed and insured, and the contractor will conform to all relevant regulations in the operation of its transporters, plant and equipment

11.0 Authorised Treatment Facilities

11.1 The Contractor will be required from the commencement date for the duration of the contract provide or have unrestricted use of a duly licensed Authority Treatment Facility in accordance with the provisions of the End-of-life Vehicles Regulations 2003, 2005, 2007 and 2010, and to operate such a facility to the minimum standards required by the Technical Guidance issued under the regulations. The Contractor will clearly demonstrate in its service delivery plan how it intends to meet the requirements clause.

12.0 Income generated by disposal of vehicles or sale

12.1 Any income generated by the destruction of a vehicle will be retained by the Contractor in lieu of any fees as detailed in Supplier Response – Part D – Pricing Evaluation as tendered.

12.2 Any income generated by sale or auction of a vehicle will be subject to sale or auction fee deductions, with any surplus income being split as detailed in Supplier Response – Part D – Pricing Evaluation as tendered.

12.3 The sale or auction of any vehicle covered by this contract will be done so via a third part with no affiliation to either BCP Council or the Contractor.

13.0 Clamping of Class D Vehicles

13.1 Following written instruction from the Councils Representative, a DVLA approved clamp must be placed on the vehicle which will be supplied by the council.

13.2 All necessary council and DVLA documentation must be completed at the point of clamping, with copies provided to the council within 1 working day.

13.3 Following a written instruction from the Councils Representative, the clamp must be removed at the date and time stated in the instruction, with all necessary council and DVLA documentation completed at the time of release with copies provided to the council within 1 working day.

14.0 DVLA Requirements

14.1 All documentation required by the DVLA must be completed and submitted either to the DVLA directly or to the council/customer (as appropriate) in a timely manner, with copies provided to the council within 1 working day. This will include but not exclusively:

(i) Weekly pound checks

(ii) DVLA CLE1213 Vehicle Condition Form and associated photographic evidence

(iii) DVLA CLE Vehicle Release Receipt