

Meeting:	Cabinet	Date:	12 November 2014
Subject:	Rugby World Cup Banners – Exemption from Contract Standing Orders		
Report Of:	Head of Legal and Policy Development and Head of Finance		
Wards Affected:	Westgate		
Key Decision:	No	Budget/Policy Framework:	No
Contact Officer:	Sue Mullins Head of Legal and Policy Development Email: Sue.mullins@gloucester.gov.uk Tel: 396110		
Appendices:	None.		

FOR GENERAL RELEASE

Note: The special circumstances for non-compliance with Access to Information Rule 5 and Section 100B (4) of the Local Government Act 1972 (as amended) (items not considered unless the agenda is open to inspection at least five days in advance of the meeting) were that the information was not available at the time of publication of the agenda.

1.0 Purpose of Report

- 1.1 To recommend that Cabinet grants an exemption to the application of Contract Standing Orders to the procurement of a contractor to sell advertising space for the streetlight and bridge banners erected in connection with the Rugby World Cup.

2.0 Recommendations

- 1.2 Cabinet is asked to **RESOLVE** that an exemption to the application of Contract Standing Orders to the procurement of the contractor to sell advertising space for the streetlight and bridge banners erected in connection with the Rugby World Cup be granted for the reasons set out in this report.

3.0 Background and Key Issues

- 3.1 As part of the City's Rugby World Cup preparations, the Council had to procure street dressing in the form of banners at various sites across the City in time for the 'Year to Go' mark. The banners were in use for a period of 6 weeks from 31 August 2014 to 30 September 2014.
- 3.2 The Council sought competitive quotations for the street dressing and a contractor was selected to provide the street dressing for this period.

- 3.3 The banners will next be required from 1 August 2015 to 31 October 2015 and there is an opportunity to use the banner infrastructure in the meantime, by way of a trial, to establish whether or not use of such banners could successfully generate income for the Council after the Rugby World Cup has ended.
- 3.4 In order to secure maximum benefit from the trial period, it is considered that an exemption from the requirement to procure competitive quotations should be granted to enable the same contractor to be used for the trial period.
- 3.5 The banner programme for the year to go mark was well received and it gave Gloucester as a city an insight into what could be possible post Rugby World Cup 2015 adding to a real sense of legacy.
- 3.6 As part of the revenue generation scheme proposed by the contractor, the Council can expect to receive 20% of all advertisement sold during the trial window. The sale of the space will be managed by the contractor and no input from the Council is required in order to receive the 20%.

4.0 Alternative Options Considered

- 4.1 The Council could seek to procure a contractor through a competitive process but this could lead to delay and a loss of income. The Council is only able to offer a period of 8-9 months before the space will be required in connection with Rugby World Cup advertising and promotion. The opportunity may not therefore be attractive to other providers. If there is a successful trial, the intention would be to conduct a competitive process to enable the space to be used after the RWC has ended.

5.0 Reasons for Recommendations

- 5.1 It is considered that an exemption to the need to procure competitive quotations at this stage will enable the Council to assess the likely benefit of using the space for advertising and provide a lasting legacy after the RWC has ended.

6.0 Future Work and Conclusions

- 6.1 If the trial period is a success, the intention would be to conduct a competitive process to select a contractor to manage the advertising space for a longer contract period.

7.0 Financial Implications

- 7.1 None in terms of expenditure as the infrastructure is already in place. It is anticipated that the use of the space may generate a modest level of income.

(Financial Services have been consulted in the preparation this report.)

8.0 Legal Implications

- 8.1 Under the Constitution, exemptions to Contract Standing Orders can be granted by Cabinet where Cabinet is satisfied that:

- (i) there are legitimate circumstances justifying departure from these Standing Orders;
- (ii) the exception will not contravene any legal requirement, including the Public Contract Rules;
- (iii) a report from the Head of Finance and/or Head of Legal and Policy Development provides evidence that the exception is to the Council's advantage and is necessary to achieve the Council's objectives.

8.2 The proposed exception will not contravene any legal requirement.

(Legal Services have been consulted in the preparation this report.)

9.0 Risk & Opportunity Management Implications

9.1 As this is for a trial period and the infrastructure is in place, risks are minimal.

9.2 There is an opportunity to assess longer term potential benefit from use of space for advertising and to keep 'feel good' factor RWC expected to generate around for as long as possible.

9.3 From a Legacy point of view, use of the banner infrastructure post RWC will enable Gloucester to promote itself as a City and cross promote all events. It will allow the City to showcase itself in the same light as Cheltenham, Bath and York to name but a few. This can only be a positive outcome if procured and managed correctly.

10.0 People Impact Assessment (PIA):

10.1 The PIA Screening Stage was completed and did not identify any potential or actual negative impact, therefore a full PIA was not required.

11.0 Other Corporate Implications

Community Safety

11.1 None.

Sustainability

11.2 None.

Staffing & Trade Union

11.3 None.

Background Documents: None.