

FOI Ref
7702

Response sent
23 Sept 2020

(CCC) Nandos Chickenland Ltd

Please could I have a copy of the Primary Authority Agreement between Cambridge City Council (Environmental Health department) and Nandos Chickenland Ltd and any documents falling under this agreement (such as documents covered by assured advice).

Response:

The document relevant to this enquiry, the Primary Authority Agreement between Cambridge City Council and Nando's, is attached.

We are withholding some information under section 40(2), which relates to personal data. We are not releasing the information as release would neither be fair nor lawful and would breach the data protection principles.

The information withheld relates to the identities of council staff and employees of Nando's; these individuals are not public facing, and do not have significant responsibility for budgets or policies and disclosure of their identities under FOI would not be fair or in line with their expectations.

Further queries on this matter should be directed to foi@cambridge.gov.uk

Primary Authority

Summary of Partnership Arrangements

*This document **does not** form part of the Primary Authority Terms and Conditions which underpin the statutory basis of a partnership.*

SUMMARY OF PARTNERSHIP ARRANGEMENTS between CAMBRIDGE CITY COUNCIL (Primary Authority) AND NANDO'S (Partner Business)

1. Primary authority services (Health & Safety and Food Hygiene)

- The Primary Authority will provide the Partner Business with advice and assistance on request and within the specified timescales. This advice may be in the form of Primary Authority Advice, as defined in section 18 of the Primary Authority Statutory Guidance. Such advice will be recorded on the Primary Authority Register;
- The Primary Authority will respond to enquiries from other enforcing authorities (including those that might be outside the scope of Primary Authority¹), via the Primary Authority Register;
- Through this medium, and with the agreement of the Partner Business, the Primary Authority will provide other enforcing authorities with such information about the Partner Business and the Partnership, which will enable them to fulfil their statutory functions in a more constructive and efficient manner.
- Other enforcing authorities will be required to provide feedback relating to visits to the Partner Business within their locality;
- At the request of the Partner Business, the Primary Authority will develop an inspection plan, which other enforcing authorities will be obliged to follow;
- The Primary Authority will collate and analyse data and other information on Partner Business compliance and report back to the Partner Business;
- The Primary Authority will conduct audits or other checks on compliance at the request of the business.

¹ Section 2.12, Primary Authority Statutory Guidance (BRDO, 2013)

2. Commitments

The Partner Business will:

- a. work constructively with the Primary Authority in relation to the provision of primary authority services;
- b. inform the Primary Authority as soon as possible of any significant change affecting the business that may impact on the provision of primary authority services;
- c. provide the Primary Authority with reasonable notice of its requirements for provision of primary authority services;
- d. provide the Primary Authority with information and assistance that the Primary Authority may require in order to provide a quality service.

The Primary Authority will:

- a. ensure that primary authority services are provided by competent officers with relevant skills and experience;
- b. respond to all notifications received via the Primary Authority Register promptly and within statutory timeframes;
- c. respond to queries from the Partner Business within agreed timeframes, and advise the business as soon as practicable where this is not possible;
- d. act in accordance with the Regulatory Enforcement and Sanctions Act 2008 and Primary Authority Statutory Guidance.

3. Communication

Communication between:

- a. the Partner Business and the Primary Authority will be by email, telephone and quarterly meetings. The frequency of these meetings will be reviewed once the partnership has been in operation for a reasonable period, which would allow both parties to evaluate the effectiveness of such meetings.
- b. local Authorities and the Primary Authority will be via the Primary Authority Register

4. Arrangements for requesting, providing and managing Primary Authority Advice

- a. Primary Authority Advice will be provided on behalf of the Primary Authority by: [REDACTED] and [REDACTED]. Such advice will be recorded and signed off by [REDACTED].
- b. Requests for Primary Authority Advice will be made on behalf of the Partner Business, via phone or email by: [REDACTED].
- c. The Primary Authority will acknowledge requests within 3 WORKING DAYS of receipt.

- d. Where the Partner Business requires Primary Authority Advice to be provided in a defined timeframe, this will be specified in the request. The Primary Authority will endeavour to meet this timeframe and will advise the Partner Business as soon as practicable where this will not be possible.
- e. Primary Authority Advice will be provided or confirmed in writing in an agreed format and details of the Primary Authority Advice will be included in a schedule maintained by the Primary Authority.
- f. The Partner Business will advise the Primary Authority as soon as reasonably practicable of any change in circumstances which might affect the validity of the Primary Authority Advice provided.
- g. The Partner Business will make available to the Primary Authority relevant advice that it receives from any national regulator or from any other primary authority that the business is in partnership with.
- h. If agreed all Primary Authority Advice will be shared with enforcing authorities via the secure area of the Primary Authority Register.

5. Cost recovery

- a. The Primary Authority will charge the business for the cost of providing primary authority services at the rate of [REDACTED] plus VAT @ 20%.
- b. Any mileage incurred by the Primary Authority while travelling to and from Partner Business sites, which are outside the immediate primary authority area will be charged at the rate of 45p/mile or that which is current at the time.
- c. Any visits to Partner Business sites, which are at such a distance from the primary authority offices that it would be unreasonable for an officer to return within the same day, may incur overnight accommodation costs, which will be recoverable from the Partner Business at cost.
- d. All charges will be subject to an annual review.
- e. The Primary Authority will invoice the Partner Business for its charges on a quarterly basis. The invoice will detail the work carried out.
- f. The Partner Business will pay any amounts due within 30 days of the date of the invoice, which will be submitted by electronic means.
- g. The charges are intended to reflect the cost to the Primary Authority of providing primary authority services. Should there be a change affecting either party that materially impacts on the cost to the Primary Authority of providing primary authority services it will notify the Partner Business as soon as reasonably practicable and the parties shall discuss in good faith any amendment to the charges that may be required.
- h. In the event that costs are incurred for third party services commissioned by the Primary Authority with the agreement of the Partner Business, the full cost of those services shall be recoverable from the Partner Business upon submission of an invoice.

6. Contact details

- a. The Primary authority and the Partner Business acknowledge the importance of maintaining current details on the Primary Authority Register.
- b. The Primary Authority will maintain its contact details on the Primary Authority Register and ensure that any changes are made on the Register as soon as possible.
- c. The Partner Business will notify the Primary Authority of changes in its contact details, trading names and premises details so that changes can be made on the Primary Authority Register as soon as possible.

7. Changes to partnership

- a. If the Partner Business and the Primary Authority agree to add another category to, or remove a category from, the scope of the partnership, the Primary Authority will submit a notification via the Primary Authority Register.
- b. If the Partner Business makes changes to its name or status as a legal entity, it will inform the Primary Authority as soon as possible. The Primary Authority will submit a notification via the Primary Authority Register.
- c. If the Partner Business and the Primary Authority agree to change the regulated persons covered by the partnership, the Primary Authority will submit a notification via the Primary Authority Register.

8. Information

- The parties agree that the Primary Authority will access information directly from the business' systems, rather than holding the information.
- The Primary Authority agrees to share its response to any FOI request with the Partner Business, before responding.

9. Review of the Partnership

- a. The Partner Business and the Primary Authority agree to review the arrangements for the partnership annually or otherwise when significant changes arise.

10. Terminating the Primary Authority Relationship

- a. Should the Primary Authority or the Partner Business wish to terminate their partnership, they will notify the other party, giving a notice period of at least 3 months to allow for any outstanding matters to be resolved. After this period the Primary Authority will submit a revocation request to the Better Regulation Delivery Office via the Primary Authority Register.

This summary of the partnership arrangements between Cambridge City Council (The Primary Authority) and Nando's (The Partner Business) forms the basis upon which the Primary Authority Partnership shall be progressed. Both parties agree to move forward to the nomination stage, which will require the approval of the Secretary of State.

Signed



Technical Manager
Nando's

Dated: ...22-12-14:.....

Signed:



Primary Authority Lead Officer
Cambridge City Council

Dated: ...24/12/2014 .

