

WHITEHAVEN TOWN COUNCIL

Clerk and Responsible Financial Officer: Marlene Jewell
Telephone: 01946 67366
Chairman: Councillor Brian O'Kane

To: **Members of Whitehaven Town Council**

You are duly **SUMMONED** to attend an **EXTRAORDINARY VIRTUAL MEETING** of **WHITEHAVEN TOWN COUNCIL** which will be held on **Tuesday 9th March 2021** at **6:00pm** on the **Zoom Platform** to transact the business contained in the attached Agenda.

The Meeting takes place under the authorisation scheme outlined in the Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) (Regulations) 2020.

Join Zoom Meeting: <https://us02web.zoom.us/j/81122593174?pwd=cDY0Tjg1cGdsTkIwRC9zQU1GU1dyUT09>

Meeting ID: 811 2259 3174

Passcode: 830317

Signed..... *Marlene Jewell* Dated..... *3rd March 2021*
Marlene Jewell, Clerk and Responsible Financial Officer

AGENDA

All Councillors and members of the public attending the virtual meeting should be aware that by joining the meeting they are agreeing to the following guidelines:

- a) The meeting may be recorded for the purpose of minute taking and will be disposed of within 24 hours;
- b) All attendees should have their microphones on mute;
- c) To adhere to the Council's Code of Conduct and Standing Orders;
- d) Only unmute microphones when invited to do so;
- e) Speak clearly and look into the camera;
- f) Turn phones to silent;
- g) Be aware of time lags and allow time for participants to respond;
- h) Introduce themselves when raising a point;
- i) Respond to the Chair when their name is called;
- j) Be aware of your background and what others can see behind you

1. Apologies for Absence

2. Declarations of Interest

To receive declarations of interest by elected Members in respect of Agenda items.

If a Member requires any advice on any item involving a possible declaration of interest which could affect his/her ability to speak and/or vote he/she is advised to contact the Clerk at least 24 hours in advance of the meeting.

3. Public Participation

4. Presentation by Jenny Brumby

5. Presentation by John Baker, Chief Executive of Harbour Commissioners

6. Telephone Contract

7. Photocopier Contract

IN PRIVATE

That prior to the following items of business the Chairman will move the following resolution:

That in view of the special or confidential nature of the business about to be transacted it is advisable in the public interest that the public and or press be instructed to withdraw from the zoom platform

8. Application for Councillor Ward Grant - VC

9. Application for Councillor Ward Grant - BSPTA

10. Application for Councillor Ward Grant - SJJPTA

11. Application for Councillor Ward Grant - SJIPTA

TELEPHONE CONTRACT

Purpose of the Report and Recommendation

To inform the Council about the expiry date of the contract for Samsung integrated Telephone System and to request that the Council considers whether or not to purchase the handsets from the company.

1.0 INTRODUCTION

- 1.1 A contract for the provision of a Samsung integrated Telephone System (3 handsets) was entered into on 22nd April 2016 with Online Systems and CF Corporate Finance and was for a period of 5 years and expires on 27th May 2021. This will not be renewed.
- 1.2 The Contract with Online Systems is for the service maintenance of the equipment and includes parts and labour necessary to restore the equipment to its full working state. The cost of this is £210.00 plus VAT per annum.
- 1.3 The rental contract with CF Corporate Finance is for the Samsung integrated Telephone System comprising 3x button display handsets, 1x cabling and 6 double power sockets. The total price of the goods listed was £4897.96 plus VAT and this is paid quarterly at £300.00 plus VAT.
- 1.4 The Contract expires on 27th May 2021 and the telephones remain the property of Online Systems. The Council has 2 options – to return the equipment to Online Systems (the 3 handsets) or purchase it from Online Systems.
- 1.5 Online Systems have said that the cost of purchase would be £50.00 excluding VAT and that if the Council wished Online Systems to continue to maintain this equipment this would be £250.00 per annum. The phones retail at approximately £30 each.

2.0 RECOMMENDATION

2.1 It is recommended that the Council decide whether

- a) To purchase the phones at a cost of £50.00
- b) To purchase the phones and enter into a maintenance contract at £250.00 per annum with Online Systems
- c) To return the handsets and purchase 3 new handsets

PHOTOCOPIER REPORT

Purpose of the Report

To inform Members of the contract for the photocopier with Midshire.

1.0 INTRODUCTION

The Council bought a Sharp printer from the company Midshire. The former Clerk entered into a service contract for the Sharp printer with Midshire for a period of 5 years commencing 3rd February 2016 (see Appendix 1).

The service contract covered ink toner and servicing (parts and labour). It cost 0.4 pence per mono copy and 4.0 pence per colour copy.

This contract has now expired and the Council will now have to purchase ink cartridges direct from Midshire, the price of which range from approx. £50 for black cartridges to £75 for colour cartridges. Should the machine breakdown and require a service a callout fee of £155 which includes the first 15 minutes of labour and £35 per subsequent 30 minutes would be incurred along with cost of any replacement parts.

Midshire have provided a quote to purchase a new Multi-functional machine at a cost of £1900 plus VAT. They have also advised that a Click Cost contract for a minimum of 5 years be drawn up. This is the serviceable life of a machine.

A Click Cost contract is for the service and maintenance of the machine. Onestop Software is used which collates meter readings, monitors usage and automatically sends replacement ink cartridges and waste drum cartridges when required. It can also detect potential problems early and schedule a visit from an engineer. They guarantee a 4-hour fix period from initial callout to an engineer being on site.

The contract is based on a price per copy and the price per mono copy is 0.25 pence and the price per colour copy is 2.5 pence.

2.0 RECOMMENDATION

That Members decide whether to purchase a new machine and enter into a new Click Cost contract for the service and maintenance of the photocopier.

Customer Order & Copier / Printer Service / Rental Agreement

CUSTOMER'S NAME & ADDRESS / Copier / Printer Service / Rental Agreement

INSTALLATION ADDRESS IF DIFFERENT

WILKINSON TOWN COUNCIL
LOWMEAD STREET
WILKINSON, COVENTRY
POSTCODE: CV38 7SH
CONTACT NAME: MR LESLIE ABRAMSON
TEL NO: 01946 667366
FAX: _____
EMAIL: _____

Equipment Supplied	Model	Serial No.	Quantity	Unit Price	Item Price	
Sharp	MX234567		028		12567.00	
Sharp	MX234567					
					Total Due	12567.00

Photocopier / Printer Billing Details

Agreed Copy Charge per Black Copy: 0.4 pence per copy / year
 Agreed Copy Charge per Colour Copy: 4.0 pence per copy / year
 Agreed Estimated Black Copies: 10,000 per quarter Agreed Estimated Colour Copies: 3000 per quarter
 Agreed Minimum Service Period: 5 years
 Copy Meter Reading as at: _____ Date: _____ Month: _____ Year: _____

Any additional information?

SIGNED ON BEHALF OF THE CUSTOMER:

TITLE: Clerk & responsible officer
 NAME: Leslie Abramson
 DATE: 3.2.16
 SIGNED: CABL

8/2/16

ORDER ACCEPTED BY MIDSHIRE:

TITLE: _____
 NAME: _____
 DATE: _____
 SIGNED: _____

ALL CHARGES STATED ARE EXCLUSIVE OF VALUE ADDED TAX OR ANY OTHER GOVERNMENT TAXES THEN IN FORCE

respect of all claims or proceedings taken against Midshire by any third party including but not limited to Midshire employee or agents, the customer's employees or agents or any other third party in respect of personal injury or damage to property caused or arising from the use of any equipment furnished.

18. If payment for this equipment is to be provided by way of a finance or lease agreement, Midshire reserves the right to claim possession of the equipment if the customer fails to comply with the terms of the agreement and if the equipment is used for any purpose other than that specified in the agreement. In the event of such a claim, the customer shall be liable to pay to Midshire the full amount of the outstanding finance or lease payments plus any interest and charges that would have been collected by Midshire from the finance company had the party in default been the customer. Midshire shall have no obligation to return the equipment to the customer in the event of such a claim.

19. Midshire's total liability for any claims of the customer for which Midshire may be held liable in contract, tort, negligence, negligence or otherwise shall be limited to the purchase price of the equipment. This limitation shall not apply to any claims for personal injury or damage to property caused or arising from the use of any equipment furnished.

20. The customer shall indemnify Midshire against all losses, damages, costs and expenses, awarded against or incurred by Midshire in connection with or agreed to be paid by Midshire in relation to any claims for which Midshire may be held liable in contract, tort, negligence, negligence or otherwise. This indemnity shall include all costs and expenses incurred by Midshire in connection with or agreed to be paid by Midshire in relation to any claims for which Midshire may be held liable in contract, tort, negligence, negligence or otherwise.

21. Midshire and the customer agree that a signed readable copy of this agreement shall be held by Midshire and shall be available to the appropriate authorities on request.

22. This agreement shall commence on the date signed as specified hereon and shall continue for the agreed minimum service period and thereafter from year to year until the end of the agreement term or until the customer gives notice in writing to terminate the agreement. This agreement is governed and is subject to the laws of the United Kingdom.

23. If any part of any provision of these terms and conditions is held to be invalid or unenforceable by any competent authority, then the remainder shall not be affected.



Instructions to your Bank to pay by Direct Debit

Please complete parts 1 to 5 to instruct your bank to make payments directly from your account.

Midshire Business Systems (Northern) Ltd: 1 & 2 Bredbury Court, Ashton Road, Stockport SK6 2QB.

Our Ref: _____

1. The Manager: _____

Full address of: _____

Your Bank / Branch: _____

2. Name of A/C Holder: _____

3. A/C Number: _____

4. Sort Code: _____

Originator's Identification Number: _____

5. Your instructions to the Bank or Building Society: Please pay Midshire Business Systems Northern Ltd Direct Debits from the account detailed in this instruction subject to the safeguards of the Direct Debit Guarantee. I understand that this instruction may remain with Midshire Business Systems (Northern) Ltd, and if so, details will be passed electronically to my Bank/Building Society.

Signature(s): _____

Date: _____

The Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The accuracy and security of the Scheme is monitored and processed by your own Bank or Building Society.

If an error is made by Midshire Business Systems (Northern) Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.

You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of this letter to us.

The Direct Debit Guarantee