



FOODSERVICE CONSULTANTS SOCIETY INTERNATIONAL
UK & Ireland

CODE OF CONDUCT HANDOVER CHARTER

September 2009

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CODE OF CONDUCT HANDOVER CHARTER

1. Introduction

The following code is designed to be used as a blueprint to ensure the key issues as stipulated in this code of conduct are dealt with effectively and consistently by all stakeholders.

At all times all parties must be mindful of confidentiality and the need for timely expedience of information.

2. Mission Statement

To assist in ensuring a seamless and professional handover from an Outgoing Contractor to an incoming contractor through a pre-committal to this code of conduct that will share best practice and code values through the industry.

3. Foreword

It is intended that all FSCI professional member management consultants will use this document when managing the tender process on behalf of their clients and will share this due diligence it demonstrates with their clients.

It is intended that all FSCI associated contractor members will sign up to this code of conduct as a pre agreement to the tender process.

Overall it is intended to spread the good practices to the benefit of all stakeholders.

4. Method Statement

Once members have agreed to uphold this code of conduct assuming no change in values, practices or the law they will continue to comply. If a contractor fails to comply the consultant reserves the right to remove the organisation from the tender list.

5. Glossary of Terms

Outgoing Contractor or Incumbent = the existing contractor/ caterer at commencement of the tender process.

Incoming Contractor or Competitor = the contractor awarded the contract through the tender process.

Consultant = the consultant facilitating the tender process.

Client = the organisation receiving the service.

TUPE = transfer of undertaking and protection of employment legislation.

6 . T i m i n g s

- Senior management at the incumbent caterer to be advised of the decision to appoint a Competitor at least 24-hours before being required to advise their staff of the decision (48 hours for multi-site). Ideally the incumbent and incoming contractor will agree the most convenient date to talk to the staff so that they are spoken to by both their existing and potential future employers on the same day.
- As a minimum the incoming contractor should be allowed to see staff within 24 hours of them being told the contract has been lost.
- The Consultant has included a template for TUPE request information (See **appendix A**)

7 . C o m m u n i c a t i o n

Within 48hrs of notification of decision:

- Key operational contact/s, (name mobile and email address) to be provided by both incumbent and incoming contractors.
- Personnel contact to be advised for provision of final TUPE detail.

Good communication to be retained over period of handover with agreed escalation contacts (director level) if problems arise.

8 . S t a f f

- The Outgoing Contractor should supply the Incoming Contractor with accurate TUPE data within a reasonable (agreed) timescale.
- The staff should be informed of the pending tender and possibility of a transfer as early in the process as possible.
- The Consultant has developed a template for TUPE request information (See appendix A) which will be completed by the Incumbent (although not necessarily shared with bidders participating in a tender process) at an early stage.
- The Outgoing Contractor should supply “Right to Work” documentation to the incoming contractor as part of the TUPE information.
- The best interests of the staff must be upheld at all times by all stakeholders.
- The Outgoing Contractor must not jeopardise the process at any stage by withholding information on transferring staff and should actually encourage staff to be open about their intentions at all stages.

- Client agreed plans for pay reviews must be shared.
- All personnel records to be handed over intact on handover day.
- For fixed price or commercial contracts, accrued holiday to be paid up by existing employer or staff allowed to take holiday prior to transfer date unless separately agreed with the client.
- The Incoming Contractor must be advised at the earliest opportunity of staff on maternity leave/ and on long term absences.
- The Incoming Contractor must be advised at the earliest opportunity of staff where there are grievances/disciplines or suspensions in progress.
- The Incoming Contractor to advise of any planned redundancies as part of their winning business plan to Outgoing Contractor
- There are to be no personnel changes during the transition period without the express agreement of the client and Incoming Contractor including appointments, transfers, secondments and pay and condition changes.

9 . E q u i p m e n t

- The Outgoing Contractor must provide a comprehensive list of any equipment that is owned or services contracted by them and therefore will be removed or potentially stopped. To include but not be limited to:-

Equipment leases	Depreciating assets
Client owned equipment	Laundry and uniforms
Free on loan equipment	Cashless system hardware
Vending machines	Service contracts i.e. vending, cashless maintenance, refuse, equipment maintenance, pest control etc.

- The outgoing contractor should make all equipment maintenance and condition reports, plus EHO reports available, including any formal notices and ‘scores on the doors’ results.
- Any other statutory notices including those from trading standards, HSE and Fire Officers.
- The outgoing contractor of the client, as per contractual terms, is to ensure that the premises, including equipment, is left fit for purpose.
- A deep clean of equipment and facilities may also be necessary as part of the transition process.

10 . S t o c k

- Principles of stock ownership should be communicated at the tender stage along with negotiations on stock transfer details being facilitated by the Consultant as early as possible during transition.
- The incoming contractor should not be expected to accept any site frozen or similar such pre prepared items.
- **Client owned food and non food stock** – The Incoming Contractor accepts to use stocks other than open or split cases. They must identify the cost implication of this to the Client so that there is no confusion when the first invoice is submitted. Maximum stock values should not exceed a pre agreed value relative to the size and complexity of the contract by the Incumbent.
- **Incumbent owned stock** – handover of any stock agreed by negotiation between the Outgoing and Incoming parties, but the pri agreed a week before handover date. Any Incumbent-branded disposables need to be removed from site and be credited to the client.

11 . H o s p i t a l i t y

- Early clarification of what IT equipment is Client owned and what is Incumbent owned and will be removed will be included within the tender documentation.
- Any change of email addresses must be agreed and implemented.
- Any Incumbent specific data should be removed from the system. Any relevant individual-service specific data (both contractor staff and client personnel) that may be lost during this process must be reinstated in full.
- Broadband/Telephone – Transfer costs if applicable to be agreed in advance by all stakeholders.

12 . I T

- Discuss hospitality requirements as early as possible to ensure a smooth transfer for these client services.
- All hospitality bookings in place at the time of handover must be provided by the Outgoing Contractor so that the Client receives a seamless service. This is to be closely monitored by senior management at both the Outgoing and Incoming contractors and the Consultant.
- Where possible the Client to make a back up of any hospitality bookings.

13. Financial

- Cash float handover to be agreed between all stakeholders.
- Procedure for transfer of cashless balances and individual transition information – the tender document will indicate typical values outstanding on cards. Outgoing and Incoming Contractors must liaise and agree on this value.
- An independent audit may be required at handover stage as agreed with the site client.
- Any deposits paid in advance need to be handed over on contract transfer.
- All parties to agree a mechanism of transfer for the previous (to service transfer) trading periods hospitality provision income and related costs where recharged to the client.

14. Handover

- A formal approved handover checklist should be used, signed by both Outgoing and Incoming Contractors or the reason recorded if one party does not wish to sign any particular area.
- A handover template is at **Appendix B**. This is the minimum checklist acceptable.

15. Data and Information

- The outgoing contractor is to provide the consultant with factual and current financial data regarding trading i.e. turnover, stock value etc.
- The consultant is to ensure as much as is reasonably possible that footfall, calendar dates, customer demographics etc., are available and up to date for all tenderers.

16. Code of Conduct Compliance Checklist

It is incumbent on the consultant to ensure due diligence can be demonstrated throughout the tender process. The Code of Conduct Compliance Checklist in Appendix D should be used for this purpose.

A g r e e m e n t

Signed for and on behalf of the Outgoing Contractor

Signature.....

Name

Position

Date

Company Name:

Address:

Signed for and on behalf of the Consultant

Signature.....

Name

Position

Date

Company Name:

Address:

Signed for and on behalf of the Client

Signature.....

Name

Position

Date

Company Name:

Address:

Countersigned when appropriate for and on behalf of the Incoming Contractor

Signature.....

Name

Position

Date

Company Name:

Address:

Appendix B – Post tender TUPE Information

DETAILED TUPE INFORMATION REQUEST			
No.	Detail of Information	Enclosed Y/N	Additional Information Attached Y/N
1	Bonus / Profit Share.		
2	Share Options / Share Incentives / Profit Share Arrangements.		
3	Parental leave taken or impending.		
4	Details of any accommodation provided to employees.		
5	Pension schemes, confirmation that all contributions have been paid in full.		
6	Copy of Staff Handbook.		
7	Details of any proposed or outstanding employment related litigation whether Employment Tribunal, County Court or High Court) including but not limited to claims for unfair dismissal, breach of contract, sex, sexual orientation, race, religion/belief, disability discrimination, equal pay, health and safety or personal injury.		
8	Details of all disciplinary action taken and grievances raised within the last 12 months (including ongoing and proposed proceedings).		
9	Details of all dismissals and resignations within the last 12 months. Have any employees given (or been given) notice of the termination of their employment? If so, state what their termination date will be.		
10	Please provide details of any voluntary or ex-gratia payments that the Company has agreed to make or is proposing to make.		
11	Details of any disabilities notified to the company or of which the company is aware. Please also provide details of any workers who have been absent for a period in excess of one month. Have any adjustments been made by the company to accommodate such disabilities/absences?		
12	Any worker benefiting from payments pursuant to any permanent health insurance or similar arrangement operated by the company.		
13	Confirm if there are any redundancy arrangements or understandings including any enhanced redundancy arrangements and provide details of any redundancy payments, enhanced redundancy payments or ex gratia payments made in the past 5 years.		
14	Provide details to demonstrate compliance with any duty to inform and consult with any appropriate representative of any affected employees.		
15	Provide details of any short-time working periods, lay-off periods or guarantee payments made during the last 12 months.		
16	Provide copies of the company's accident record for the last 3 years along with a copy of the employer's liability compulsory insurance policy and certificates for the last 3 years		
17	Provide copies of any forms, notices and correspondence with the relevant authorities regarding health and safety. Please also provide copies of any records kept to comply with the Working Time Regulations 1998.		
18	Provide details of any claim or prosecution relating to the business concerning health and safety matters.		
19	Provide details of any health and safety representatives.		
20	Have any workers expressed an objection (oral or written) to being employed after the TUPE transfer.		
21	What is the payment frequency i.e. weekly / monthly and confirm the annual wage calculation?		
22	Please provide details of any employee on long term sickness or employed on a casual basis.		
23	If required to work on Bank Holidays, is there an enhanced pay structure. Please provide details.		
24	Provide details of overtime payments, i.e. time, time plus a half etc. After how many hours does this kick in.		
25	Provide details of uniform allowance and any enhancement to employee for the provision of home laundering.		
26	Union members fee's where applicable, how are they paid i.e. through payroll.		
27	Details of any trade union agreements in place and to state which union agreement to be handed over on day of transfer with all HR documents.		
28	Details of holiday allowance, does entitlement increase with service.		
29	Provide details of any international workers eligible to work, provide working visa details, expiry dates etc.		
30	Provide details of who the original employment contract was with.		
31	Do any staff have other T&C's not necessary evident contractually i.e. cars.		
32	Details of any staff on nil/zero hours contracts.		
33	Details of the last CRB checks undertaken including date / level and any outstanding responses.		
34	Last date of pay review.		
35	Detailed training records.		

Appendix C – Handover Template

Site: _____ Date: _____

Incoming Contractor Representative: _____

Company: _____

Signed: _____

Outgoing Contractor Representative: _____

Company: _____

Signed: _____

Stock Values:

£

Food	_____
Disposables	_____
Cleaning Materials	_____
Uniforms	_____
Other	_____
Total Value	_____

Cash Floats Value: _____

Equipment: _____

Keys / User Names / Logins etc	Y	N
Personnel Records	Y	N
Training Files	Y	N
Hospitality Bookings	Y	N
Historical Data	Y	N

Reasons for information not available: _____

Appendix D – Code of Conduct Compliance

Code of Conduct Compliance Checklist			
Task	Owner	Date Completed	Signature/s
At Tender Stage			
Collect TUPE Information			
List any contractor owned equipment			
Detail stock ownership Client / Contractor			
On Appointment			
Incumbent contractor advised of decision			
Staff advised of change in contractor			
Incumbent & Incoming contractor agree date to meet staff			
Staff presentation by Incoming contractor			
Request TUPE Information			
Receive TUPE Information			
Key Operational contacts provided by both parties			
Handover Day			
HR			
All personnel records handed over in full			
Accrued outstanding holiday taken / paid must be reconciled between in and outgoing contractors			
Stock			
Agree equipment handover			
Stock handover (Client max 3 days stock)			
Agree laundry levels if client owned			
Any incumbent branded commodities removed and credited			
IT			
Agree change of email address			
Hospitality booking handed over and agreed by both parties			
Any financial deposits handed over and agreed			
Broadband / Telephone transferred and agreed			
IT hardware handed over and agreed			
Financial			
Agree stock value by both parties			
Float handover agreed by both parties			
Cashless balance audit (if required)			
Agree balance handover by both parties			