

NOTICE OF MEETING

CABINET MEMBER SIGNING

**Wednesday, 19th November, 2025, 11.00 am - Alexandra House,
Station Road, N22 7TY (watch the live meeting recording [here](#))**

Cabinet Member: Councillor Seema Chandwani

Co-optees/Non Voting Members:

Quorum: 3

1. FILMING AT MEETINGS

Please note that this meeting may be filmed or recorded by the Council for live or subsequent broadcast via the Council's internet site or by anyone attending the meeting using any communication method. Although we ask members of the public recording, filming or reporting on the meeting not to include the public seating areas, members of the public attending the meeting should be aware that we cannot guarantee that they will not be filmed or recorded by others attending the meeting. Members of the public participating in the meeting (e.g. making depositions, asking questions, making oral protests) should be aware that they are likely to be filmed, recorded or reported on. By entering the meeting room and using the public seating area, you are consenting to being filmed and to the possible use of those images and sound recordings.

The Chair of the meeting has the discretion to terminate or suspend filming or recording, if in his or her opinion continuation of the filming, recording or reporting would disrupt or prejudice the proceedings, infringe the rights of any individual or may lead to the breach of a legal obligation by the Council.

2. APOLOGIES FOR ABSENCE

To receive any apologies for absence.

3. DECLARATIONS OF INTEREST

A member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and
- (ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct

4. URGENT BUSINESS

The Chair will consider the admission of any late items of Urgent Business. (Late items of Urgent Business will be considered under the agenda item where they appear).

5. DEPUTATIONS / PETITIONS / QUESTIONS

6. NUISANCE VEHICLES REMOVAL CONTRACT EXTENSION AND VARIATION (PAGES 1 - 14)

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Tuesday, 11 November 2025

Report for: Cabinet

Title: Nuisance Vehicle Removal Contract Extension

Report authorised by: Barry Francis, Corporate Director of Environment & Resident Experience

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Ward(s) affected: All

**Report for Key/
Non-Key Decision:** Key Decision

1. Describe the issue under consideration.

- 1.1. This report requests approval to extend the Council's existing Nuisance Vehicle Removal Contract with Marston (Holdings) Limited (MHL). This is allowed under the contract and in accordance with the Council's Contract Standing Orders (CSO) 18.02. and or 18.03. which permits extensions and variations of contract with a value of £500,000 and above (CSO 2.01(d)). The proposed extension is for a period of up to one year from 1 December 2025 to 30 November 2026 at a value of £1,117,720.
- 1.2. Section 6.11 of this report outlines contract cost options. The preferred option is to extend the contract with MHL for up to one year. This extension represents a planned transition period, allowing the Council to maintain essential enforcement operations while evaluating future delivery options.

2. Cabinet Member introduction.

- 2.1. The removal of nuisance, abandoned, and obstructive vehicles is essential to maintain public safety, protect emergency access routes, and preserve the quality of life for our residents.
- 2.2. We have additional responsibilities in relation to events at the Tottenham Hotspur Stadium. This contract plays a crucial role in supporting those events, by maintaining clear evacuation routes and emergency access corridors. Tottenham events days regularly generate significant traffic and parking pressure, and without a reliable removal service the Council would be unable to manage obstructive vehicles that compromise safety. I therefore fully support the extension of this contract as it safeguards the Council's ability to meet its obligations on public safety, event management, and local transport resilience.

3. Recommendations

3.1. Cabinet is asked to approve:

- (a) The extension of the existing Nuisance Vehicle Removal Contract with Marston (Holdings) Limited, in accordance with the Council's Contract Standing Orders 18.02.2 (which allows for an extension of a contract term and 2.01 (d) as the value of the contract is £500,000 and above, for a period of one year from 1 December 2025 to 30 November 2026.
- (b) A variation of the new annual contract value from the £1,132,199 to an annual extension value of £1,117,720 providing a net saving of £14,479 as permitted under CSOs 18.03.3 and 2.01(d).
- (c) The development of an in-house feasibility assessment during the extension period, including site identification, capital investment options, and service design requirements to inform the Council's long-term procurement or delivery strategy beyond 2026.

4. Reasons for decision

- 4.1. The extension of the Nuisance Vehicle Removal Contract is required to ensure continuity of a critical service that supports parking compliance and the Council's wider transport objectives. The removal of nuisance, abandoned, and obstructive vehicles is an essential function to maintain public safety, protect emergency access routes, and preserve the quality of life for residents.
- 4.2. The Nuisance Vehicle Removal Contract plays a crucial role in supporting major events at the Tottenham Stadium, where the Council has a statutory duty to maintain clear evacuation routes and emergency access corridors. Tottenham events days regularly generate significant traffic and parking pressure, and without a reliable removal service the Council would be unable to manage obstructive vehicles that compromise safety. The extension of the contract therefore safeguards the Council's ability to meet its obligations on public safety, event management, and local transport resilience.
- 4.3. Additionally, by extending the contract will allow the Council to maintain effective parking enforcement operations, safeguard compliance with transport policies, and continue supporting local priorities such as tackling environmental crime and ensuring safer, more accessible streets. The extension also provides stability while the Council considers longer-term service delivery options.
- 4.4. By extending the existing arrangement, the Council will avoid the risks associated with a service gap, including unmanaged abandoned vehicles, ineffective enforcement against persistent evaders, and reputational damage from not meeting statutory duties. It also ensures that the service remains aligned with both the Council's Corporate Delivery Plan and Haringey's Transport Strategy, supporting the strategic goals of safety, sustainability, and resident satisfaction.

5. Alternative options considered.

5.1. This work will inform future decision making on whether full procurement or internal delivery provides the best value and resilience for the borough.

5.2. **Do nothing** – Not viable. Leaving the contract to lapse would expose residents and service users to safety risks and undermine compliance. Continuing the Nuisance Vehicle Removal Service is essential and the Council would avoid several significant drawbacks upon the current contract's expiration. These include:

- a) **Inability to promptly remove abandoned vehicles:** Without a contract in place, the Council will struggle to address the issue of abandoned vehicles, which can cause public nuisance, obstruct traffic flow and pose safety hazards.
- b) **Difficulty in dealing with unregistered vehicles:** A lack of a removal contract could make it challenging for the Council to handle the large number of unregistered vehicles identified during parking enforcement operations. These vehicles may accumulate outstanding penalties and contribute to ongoing traffic violations.
- c) **Ineffective enforcement against persistent evaders:** Without a removal contract, the Council may be unable to deal with persistent evader vehicles effectively. This could result in losing opportunities to recover outstanding debts associated with these vehicles.
- d) **Inability to meet commitments and obligations:** If the Council has specific commitments or obligations outlined in local management plans, such as providing removal services during special events or designated areas, not having a vehicle removal contract could prevent the Council from fulfilling these responsibilities.

5.3. In-House Solution

5.4. This service involves multiple functions, including the removal of abandoned and nuisance vehicles, those illegally parked, safe storage, controlled vehicle release and compliant disposal processes all of which require secure and well managed pound facilities. Establishing such a facility within or near the borough has proven challenging.

5.5. Delivery of an in-house nuisance vehicle removal service therefore presents significant operational and logistical complexities. The Council is considering all relevant factors in developing a comprehensive assessment of requirements for the future delivery of this service whether some or all component parts could be delivered in house. Until this assessment is complete, it is not feasible to transition the service in-house without risking significant disruption to operations.

5.6. Full procurement

- 5.7. A full procurement exercise was considered but is not recommended at this stage. The market for nuisance vehicle removal remains limited, with few providers able to offer pound facilities within or close to the borough. Running a new procurement now would be resource-intensive, subject to inflationary pressures, and unlikely to deliver improved value compared with the existing contract.
- 5.8. The process itself would also require considerable internal resources, including procurement, legal and technical input, as well as sufficient time to complete contract mobilisation before the current contract expires. Failure to complete the procurement in time could result in service lapse, leaving the Council unable to meet its traffic management duties, specifically remove abandoned or obstructive vehicles.
- 5.9. Furthermore, prevailing inflationary pressure, particularly fuel, staffing and vehicle operating costs, mean that the new tender is likely to attract bids at a higher rate than the current contract.

6. Background information

- 6.1. The Traffic Management Act 2004 governs the Council's parking restrictions enforcement. Within this framework, removing vehicles parked in a dangerous or obstructive manner is a necessary component. Similarly, under the Clean Neighbourhoods and Environment Act 2005, the Council must address abandoned vehicles. The successful execution of these removals relies on providing suitable removal vehicles and the availability of facilities for vehicle owners to reclaim their vehicles. Additionally, appropriate disposal facilities are required for cars that are not reclaimed.
- 6.2. The Nuisance Vehicle Contract and associated service provisions provide tools for enhancing the Council's Transport Strategy, which is focused on improving safety and reducing parking-related stress. By deterring drivers from unnecessary journeys and effectively managing the utilisation of limited parking spaces, the service helps minimise the adverse effects of vehicle pollution and promotes alternative modes of travel.
- 6.3. Under the contract extension and variation, MHL would continue to provide the following core services:
- (a) **Traffic Management Act 2004 - Parking Contraventions:**
 - Removal of vehicles from the highway due to parking violations.
 - Storage of vehicles at the Council's car pound.
 - Restoring vehicles to their owners upon payment of outstanding charges and disposing of unclaimed vehicles.
 - (b) **Clean Neighbourhoods and Environment Act 2005 - Abandoned Vehicles:**
 - Removal of vehicles considered abandoned under the act from the highway or any other open-air land, including approximately 150 housing estates owned by the Council.
 - Storage of vehicles at the Council's car pound.

- Restoring vehicles to their owners upon payment of outstanding charges or disposing of unclaimed vehicles.

(c) Proposal for Parking Enforcement on the Council's Housing Estates Owned by the Council:

- Enforcing parking restrictions on approximately 150 housing estates owned by the Council as per the traffic management order (TMO).
- Issuing parking charge notices to vehicles parked in violation of the restrictions.
- Physical removal of vehicles from housing estates and land owned by the Council.

6.4. Improving Service delivery from 2025 to 2026

- 6.5. As part of the last contract extension, approved in November 2024, the Council introduced a series of revised Key Performance Indicators (KPIs) to drive operational efficiency and strengthen service accountability. These KPIs have already supported clearer performance monitoring, faster response times, and improved oversight of the contractor's delivery.
- 6.6. The proposed contract extension will maintain these strengthened KPIs, ensuring continuity of the improvements achieved to date. This will allow the Council to consolidate the gains made in service efficiency, whilst gathering further operational evidence to inform future delivery options, including the ongoing feasibility assessment of an in-house service model.
- 6.7. By extending the contract for up to a further year under the enhanced specification, the Council can ensure service continuity, sustain efficiency gains, and remain aligned with wider transport and community safety objectives.
- 6.8. **Proposal for parking enforcement on housing estates owned by the Council.**
- 6.9. It is important to highlight that a joint proposal between Haringey Parking Services and Housing Services regarding implementing traffic management orders for approximately 150 housing estates and land owned by the Council is being considered.
- 6.10. This proposal was presented to Cabinet on 6th February 2024. Its primary objective is to facilitate the enforcement of penalty charge notices (PCNs) under the provisions of the Traffic Management Act 2004. The government firmly believes that this approach should be adopted for enforcing regulations on land owned by local authorities. However, it is worth noting that the government's restriction of access to the DVLA database has hindered the effective enforcement of penalty notices on housing estates. Furthermore, the enforcement powers granted by the Traffic Management Act 2004 will empower the authority to remove vehicles from housing estates when necessary. Following completion of resident consultation, which is underway, Haringey Parking Services is scheduled to commence regulating parking on housing estates commencing April 2026.

6.11. Financial Implications

6.12. The following options were assessed for the continuation of the Nuisance Vehicle Contract beyond November 2025.

Table 1 Contract Options

Option	Cost for up to 1 year	Risk	Comments	Recommendation
Option 1 - Do Nothing	Nil	High	Allowing the contract to lapse would leave the Council without a nuisance vehicle removal service. This would expose the Council to significant risk, including failure to meet statutory duties, inability to manage abandoned vehicles and reputational harm. This option is not viable.	Not Recommended – The Council would not be able to meet its statutory responsibilities and ensure public safety.
Option 2 - Extend Existing Contract As-Is – excludes National Insurance (NI) Inflation (CPI), and London Living Wage (LLW) increase	£1,132,200	Medium	This option would hold costs at the current contract rate by excluding CPI, NI and LLW uplifts. While this would reduce short-term expenditure, it is not recommended as it could give rise to service instability if the provider cannot absorb rising inflationary increases.	Not recommended option – as this could risk service delivery - contractor may be unable to absorb rising costs.

Option	Cost for up to 1 year	Risk	Comments	Recommendation
Option 3 - Extend and vary the contract to accommodate CPI, NI and LLW increase while reducing operational overheads. Operational efficiencies and service realignment offset the inflationary adjustments, resulting in a modest overall reduction of £14,479 from the previous contract value.	£1,117,720	Medium	This option provides for up to a one-year extension. An annual adjustment is applied to reflect inflation through the Consumer Price Index (CPI, 3.8%) and to meet the Council's commitment to the London Living Wage (5.32%). Adjustments also include a 2.3% increase in NI costs. These adjustments ensure the provider can maintain service delivery standards while remaining compliant with workforce pay requirements. The enhanced KPIs introduced in November 2024 will remain in force, strengthening contract management and operational efficiency. This approach balances cost control with service improvement and is therefore the recommended option.	Recommended – This reduction reflects operational efficiencies that off-set inflationary increases. This choice balances controlling costs, improving service quality.

Option	Cost for up to 1 year	Risk	Comments	Recommendation
Option 4- In-House Solution – includes car pound set up costs and NI	£1,763,668	High	Delivery the service in-house would require the Council to secure and develop a suitable site and develop the infrastructure needed to run the service. Feasibility work is on-going, but implementation cannot be achieved within the required timeframe.	Not recommended - Without a pound site, this is not deemed a realistic or feasible option.
Option 5 - Full Procurement	£1,256,903	High	It's important to note that this option is an estimate based on the initial calculation of costs. It is highly probable that following a full procurement exercise, costs will likely be significantly higher due to the current economic climate.	Not recommended – Given the economic climate, the likelihood is that the overall contract cost will increase substantially.

6.13. Nuisance Vehicle Contract Service Performance April 22023 to April 2025

- 6.14. The proposed one-year extension represents a total contract value of approximately £1,117,720, inclusive of CPI (3.8%), National Insurance (2.3%) and London Living Wage (5.32%) adjustments.
- 6.15. The contract continues to perform as a largely self-financing service, with income from penalty charge notices and event-related enforcement offsetting operating costs. Over recent years, the contract has maintained a positive net position, delivering enforcement and public safety benefits at minimal impact to the Council's revenue budget.
- 6.16. It is anticipated that all future costs will be contained within existing budgets with no requirement for additional funding.

Table 2 Nuisance Vehicle Contract Performance - April 2023 to April 2025

Financial Year	Nuisance Vehicle Contract Charges	NV Income Receipts	Event Receipts	Net Balance	Surplus/Deficit
April to August 2025-26	496,760.18	-516,298.00	-42,942.00	-62,479.82	surplus balance
April to March 2024-25	1,171,999.70	-947,348.00	-67,632.00	157,019.70	deficit balance
April to March 2023-24	1,125,831.00	-1,174,107.50	-59,767.00	-108,043.50	surplus balance
April to March 2022-23	1,028,033.00	-1,069,880.46	-55,334.00	-97,181.46	surplus balance
TOTAL	3,822,623.88	-3,707,633.96	-225,675.00	-110,685.08	surplus balance

7. Contribution to the Corporate Delivery Plan 2024 - 2026 High-Level Strategic Outcomes

- 7.1. Abandoned and nuisance vehicles can adversely affect the environment and reduce the quality of life.
- 7.2. This contract directly supports delivery of the Council's Corporate Delivery Plan 2024 - 26, contributing to the following themes:
- **Safer Haringey:** by ensuring prompt removal of abandoned and obstructive vehicles, maintaining road safety, and supporting community confidence.
 - **Responding to the Climate Emergency:** by reducing congestion and vehicle emissions through efficient enforcement and clear traffic routes.
 - **Place and Economy:** by enhancing the borough's street environment, supporting accessibility for businesses and visitors, and contributing to local regeneration.
 - **Resident Experience and Enabling Success:** through improved responsiveness, transparency, and customer satisfaction arising from strengthened performance management.

8. Carbon and Climate Change

- 8.1. Nuisance vehicles may be parked unsafely, obstructing the highway and impeding traffic flow, resulting in increased vehicle emissions. They may also have been left in a dangerous, hazardous and/or unsightly condition.

9. Statutory Officers' comments

9.1. Finance

- 9.2. The report seeks approval from Cabinet to extend the existing Nuisance Vehicle Contract with Marston (Holdings) Limited, for up to one year, commencing 1st December 2025 to 30th November 2026.
- 9.3. The cost of the extension is expected to be £1,117,720 which will be funded from the £1.219m Parking budget in V22105/34500. The contract is expected to be cost neutral to the Council as £1.2m is expected from the Car Pound income.
- 9.4. As per table 2, despite a slight slippage in the income to cover total costs in 2024/25, the service is confident that all costs would be recovered from the expected income until the end of the contract.
- 9.5. The service has looked into the provision of an in-house solution and carrying out a full procurement exercise. However, due to the time and resource constraints, the contract extension is required as the Council has a statutory duty to maintain clear evacuation routes, emergency access corridors to fulfil its obligations on public safety, event management, and local transport resilience.

9.6. Strategic Procurement

- 9.7. The contract for the removal of nuisance vehicles was awarded following a fully compliant open tender process, in accordance with the Public Contracts Regulations 2015.
- 9.8. Ordinarily, any modification to a contract during its term would require a new procurement process unless it falls within one of the exemptions outlined in Regulation 72. The proposed contract extension is permissible under Regulation 72(1)(a), as the original contract included provisions for extensions—initially for two years, followed by two optional one-year extensions. This request pertains to the first of those one-year extension periods.
- 9.9. The proposed variation in contract value is compliant with Regulation 72(1)(f), as the reduction in value is both below the relevant financial threshold and represents less than 10% of the original contract value.
- 9.10. As detailed in section 6.13 – 6.16, contract performance remains satisfactory and continues to deliver value for the Council.
- 9.11. Approval for the contract extension and associated variation is sought under Contract Standing Orders (CSOs) 18.02 and 18.03 respectively, in accordance with CSO 2.01(d) Cabinet approval of any contract variation or extension.

9.12. Legal

- 9.13. The Director of Legal and Governance (Monitoring Officer) was consulted in the preparation of the report.
- 9.14. Pursuant to the provisions of the Council's Contract Standing Order (CSO) 18.02.1 and CSO 18.03.3, Cabinet has power to approve the variation and extension of a contract in line with CSO 2.01(d) where the value of the variation is £500,000 or more and as such the recommendation in paragraph 2.1 of the report is in line with the provisions of the Council's CSO.

9.15. The variation sought in the report is also in line with the provisions of Regulation 72(1)(a) of the Public Contracts Regulations 2015 under which the contract was originally procured as the extension is specifically provided for in the contract to be extended.

9.16. The Director of Legal and Governance (Monitoring Officer) see no legal reasons preventing the approval of the recommendations in the report.

9.17. Equality

9.18. The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act.
- Advance equality of opportunity between people who share those protected characteristics and people who do not.
- Foster good relations between people who share those characteristics and people who do not.

9.19. The three parts of the duty apply to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

9.20. Although the legislation does not enforce it as a protected characteristic, Haringey Council treats socioeconomic status as a local protected characteristic.

9.21. The report seeks approval for the extension of the Nuisance Vehicle Contract with MHL to operate a nuisance vehicle service in Haringey. Under the terms of this contract vehicles may be removed from certain areas by the supplier upon the instructions of the Authorised Officer to the supplier.

9.22. While the extension of this contract has no direct equality implications, it is notable that in the operation of this service, the supplier will be required to have due regard to the need to achieve the three aims of the Public Sector Equality Duty, noted above. Haringey Council will monitor this service for any disproportionate impact on any individuals or groups with protected characteristics and take appropriate mitigating measures if undue negative impact is identified.

10. Use of Appendices

10.1. None

11. Background papers

- **Haringey's Transport Strategy 2018**
<https://www.haringey.gov.uk/parking-roads-and-travel/travel/haringeys-transport-strategy>
- **Haringey Council Corporate Delivery Plan 2024/26**
https://haringey.gov.uk/sites/default/files/2024-08/haringey_corporate_delivery_plan_2024-2026.pdf

12. Local Government (Access to Information) Act 1985

12.1. This report contains exempt and non-exempt information. The exempt information is not for publication as it contains information classified as exempt under the following categories (identified in the amended Schedule 12A of the Local Government Act 1972):

- (3) Information relating to the financial or business affairs of any particular person (including the authority holding that information)

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