

# Public Document Pack



COTSWOLD  
DISTRICT COUNCIL

Tuesday, 9 March 2021

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## COUNCIL

You are summoned to attend a meeting of the Full Council to be held remotely, via Cisco Webex on **Wednesday, 17 March 2021 at 6.00 pm.**

Rob Weaver  
Chief Executive

To: All Members of the Council

Due to the current social distancing requirements and guidance relating to Coronavirus Regulations 2020 – Part 3 – Modification of meetings and public access requirements this meeting will be conducted remotely using Cisco Webex.

Members of the public will be able to follow the proceedings through a broadcast on [Cotswold District Council Facebook account](#) (You do not need a Facebook account for this).

Recording of Proceedings – The law allows the public proceedings of Council, Cabinet, and Committee Meetings to be recorded, which includes filming as well as audio-recording. Photography is also permitted.

As a matter of courtesy, if you intend to record any part of the proceedings please let the Committee Administrator know prior to the date of the meeting.

## AGENDA

1. **Apologies**
2. **Declarations of Interest**  
To receive any declarations of interest from Members and Officers, relating to items to be considered at the meeting.
3. **Minutes 5 - 24**  
To confirm the minutes of the meeting of Council held on 24 February 2021.
4. **Announcements from the Chair, Leader of Chief Executive (if any)**
5. **Public Questions**  
To deal with questions from the public within the open forum question and answer session of fifteen minutes in total. Questions from each member of the public should be no longer than two minutes each and relate to issues under the Council's or Committee's remit. Any member of the public wishing to ask a public question is requested to contact Democratic Services by no later than 5.00pm the working day before the meeting.
6. **Member Questions**  
The following questions have been submitted:

**Question from Councillor Nikki Ind to Councillor Rachel Coxcoon, Cabinet Member for Climate Change and Forward Planning**

'In addressing the Climate Emergency, Health & Wellbeing of residents and Economic Development in our District and following the pandemic, where it has become clear that the people best placed to make decisions regarding their Town/Parish are those living there, could I please ask the following:

When infrastructure is being planned for installation throughout the District, will there be a formal system to engage with the Town/Parish, to allow a structured approach, addressing any local issues – initially I am thinking of Electric Charging Points.

Whilst I appreciate that there is a procurement system with approved providers, is there a system to allow for local companies, currently not on the approved list of providers, to be considered for such tenders. If not, would the Administration consider supporting local businesses in the supply of services to the District Council.'

**Question from Councillor Nikki Ind to Councillor Lisa Spivey, Cabinet Member for Housing and Homelessness**

'When working in partnership with Bromford Housing and other Housing Association providers in the District, regarding the advancement in technology now available to the Social Housing sector, would the Administration consider making an allocation of grant funding for such schemes? I am thinking specifically of remote tools, which I understand are currently being used by some in the Social Housing sector, these allow the efficient

checking of a property's condition and performance, combating mould and disrepair and therefore improving housing conditions. I have recently been looking into one such product, where the results reported include - more effective engagement with residents using digital tools, empowering them to reduce their energy consumption and ensuring that homes are compliant. Such technology could have an impact on not only the Health & Wellbeing of residents but could also play a part in the Climate Strategy work being undertaken by the Council.'

**Question from Councillor Tony Berry to Councillor Joe Harris, Leader of the Council**

'At our meeting in July 2020 , I was informed that solar panels were not being considered for our Trinity Road premises because the overall use of this site was being reviewed.

Please could you tell me :

- 1.If this review has been completed ?
2. If not, when is it's future likely to be decided?
3. How much money has been spent on the Reception Area and any other parts of the property since July 2020?'

**Question from Councillor Julian Beale to Councillor Tony Dale, Cabinet Member for the Economy and Skills**

'In correspondence on February 3rd relating to the payment of the Additional Restrictions Grant, you advised a constituent in my Ward that "some (Councils) have had the resources to make payments faster , but the previous administration at CDC significantly cut our resources."

Would you please amplify your comment to substantiate this claim?'

**Question from Councillor Steve Trotter to Councillor Juliet Layton, Chair of Planning and Licensing Committee**

'Can the Chair of the Planning Committee please advise how many and what percentage of applications referred by Ward Councillors were rejected for consideration by the Planning Committee:

- 1) In the year 2020 up to November?
- 2 From November 2020 to date , up to and including March 2021?
3. What percentage of Officers recommendations were overturned by the Planning Committee from November 2020 to date, up to and including March 2021?
4. What percentage of Officer's recommendations were overturned by the Planning Committee from November 2020 to date, up to and including March 2021?

Finally how does this process and percentage of rejected Ward Councillors referrals compare with the Forest of Dean and West Oxfordshire District Councils?'

**Question from Councillor Claire Bloomer to Councillor Joe Harris, Leader of the Council**

'A number of residents in my ward have written to me about a lack of waste bins on the

estate. Please could the Leader look at installing some to help reduce litter and dog fouling as part of the civic pride agenda?’

**Question from Councillor Roly Hughes to Councillor Joe Harris, Leader of the Council**

‘Many of the street signs on the Chesterton estate are looking tired and in some cases are completely missing. Will the Leader commit to replacing street signs on the Chesterton estate by the end of the year?’

**Question from Councillor Roly Hughes to Councillor Joe Harris, Leader of the Council**

‘Many hedges from properties in Chesterton are overgrown and obstruct the pavement making it difficult for people to pass. What can CDC do to tackle this issue?’

**Question from Councillor Juliet Layton to Councillor Mike Evemy, Deputy Leader and Cabinet Member for Finance**

‘During and following the debate on the Council's budget on 24 February much has been said and written about the Council's overall financial position and the decisions taken by the current Administration. In particular, comments have been made about the funds available for the Council's capital programme and its use of revenue reserves.

Can the Deputy Leader please explain the Council's capital position in high level terms and how the Administration is using capital investments and revenue reserves to deliver on its Corporate Plan priorities?’

**Question from Councillor Mark Harris to Councillor Andrew Doherty, Cabinet Member for the Environment, Waste and Recycling**

‘My ward was particularly badly hit over the Christmas period by flooding. Please can the cabinet member give feedback on the recent residents flood forum meeting that the Council held and also the MP's flood meeting. Please can he also outline what he sees Cotswold District Council's role is with respect to flooding moving forward.’

7. **Ubico Contract Extension 25 - 38**
8. **Update to Council Contract Rules 39 - 98**
9. **Change of Parish Council Name - Kemble Parish Council 99 - 102**
10. **Planned Expenditure of the Homeless Prevention Grant 2021-22 103 - 118**
11. **Adoption arrangements for Assessing Allegations under the Code of Conduct 119 - 134**
12. **SLM Financial Support - April 2021 - July 2021 135 - 146**
13. **Affordable Housing Schemes - Expenditure of S106 Commuted sums 147 - 156**
14. **Next meeting - Annual General Meeting - Wednesday 26 May 2021, 2.00pm**

(END)



## Minutes of a meeting held remotely of Council held on Wednesday 24 February 2021

In accordance with relevant legislation, these minutes are a record of decisions taken. They are not intended to be a verbatim account of the meeting. A full recording of the meeting can be accessed at the facebook link at [www.cotswold.gov.uk](http://www.cotswold.gov.uk).

### Councillors present:

Nigel Robbins - Chair

Dilys Neill - Vice-Chair

Stephen Andrews  
Mark Annett  
Julian Beale  
Tony Berry  
Gina Blomefield  
Claire Bloomer  
Ray Brassington  
Patrick Coleman  
Rachel Coxcoon  
Tony Dale  
Andrew Doherty

Mike Every  
Jenny Forde  
Joe Harris  
Mark Harris  
Stephen Hirst  
Robin Hughes  
Roly Hughes  
Nikki Ind  
Sue Jepson  
Julia Judd  
Richard Keeling

Juliet Layton  
Andrew Maclean  
Nick Maunder  
Richard Morgan  
Richard Norris  
Gary Selwyn  
Lisa Spivey  
Ray Theodoulou  
Steve Trotter  
Clive Webster

### Officers present:

Chief Executive  
Chief Finance Officer  
Monitoring Officer

Executive Director (Commissioning)  
Democratic Services

CL.71 There were no apologies.

### CL.72 **Declarations of Interest**

There were no declarations of interest from Councillors or Officers.

**CL.73 Minutes – 20 January 2021**

**RESOLVED** that, subject to the following amendments, the Minutes of the Meeting of Council held on 20 January 2021 be approved as a correct record:

- (a) Addition of a 'point of order', raised by Councillor Berry, relating to a motion on Climate Change Action Awards, which had been proposed by Councillor Judd and seconded by Councillor Maclean and was not included on the Agenda of 20 January 2021. Councillor Berry was concerned that this had not been included on the Agenda.
- (b) The Monitoring Officer would work with Councillor Judd to formulate a suitable motion for debate at the next Council meeting in February 2021.
- (c) Member Questions – addition of 'Leader of the Council' on Councillor Joe Harris' response to questions.
- (d) The spelling of Councillor Blomefield's name to be corrected on page 13 of the document pack.
- (e) Addition of a 'point of order', from Councillor Andrews, on the Council Procedure Rules, paragraph 10.9 of the Constitution, whether a supplementary question, during public questions was allowed. He understood the Constitution stated that a supplementary to a public question was allowed.

Following this discussion, Councillor Every, commented that he did not think that when Members raise 'points of order' they should all be included in the minutes.

**Record of Voting – for 30, against 0, abstentions 1, absent 0.**

3 Members did not vote due to technical issues.

**CL.74 Announcements from the Chair, Leader or Chief Executive**

**Announcements from the Leader**

The Leader announced some changes to the Publica Board. Sally Walker had been appointed Chair of the Board and Chris Wood had been appointed Chair of the Audit and Risk Committee for the Board. The Leader expressed both would be good additions to the team.

The Leader welcomed Olivia Gross who had joined the team as Executive Assistant to CEO and Leader of the Council.

The Leader congratulated Deborah Smith, Development & Planning Enforcement Manager, who had served 25 years with the Council.

**There were no-announcements from the Chair or Chief Executive**

**CL.75 Public Questions**

A record of public questions and answers are available in the schedule attached to these minutes. Questions were asked by Mr. Rob Gibson to Councillor Lisa Spivey, Cabinet Member for Housing and Homelessness and Mr. Fowles to Councillors Andrew Doherty and Joe Harris Leader of the Council.

**CL.77. Medium Term Financial Strategy and Budget 2021/22**

Councillor Evemy, the Deputy Leader of Council and Cabinet Member for Finance introduced this item. He commented that it was an honour to propose the second annual budget, which continued the work the administration had begun to rebuild the Council's finance and invest in the Cotswolds.

It was a budget that recognised issues, such as the climate emergency, the housing affordability crisis and work to improve the vibrancy, strength and sustainability of the local economy and assist in the recovery from the Covid-19 pandemic.

Despite the Covid-19 pandemic, a revenue budget for 2021/22 was proposed, which was in surplus by £6,000.

There were big decisions taken last year, to raise revenue of £¾ m, on parking, garden waste charges and on Council Tax.

Further increases were proposed, in fees and charges and Council Tax, which would generate £ ½ m, to support services to residents.

Pressures on the budget amounted to nearly £1.2m, £400,000 for additional fleet hire for Ubico, £189,000 less in investment income due to the drop in interest rates and £170,000 less in planning income following the adoption of the Local Plan.

Covid-19 would continue to have an impact on the finances of the Council. Government grants, for 2021/22, had been set aside, £377,000 for additional expenditure and £356,000 to cover income shortfalls, to be used as needed to support the budgets.

Income which would be generated from the Recovery Investment Strategy, amounted to £363,000 in 2021/22.

£200,000 investment was proposed over 2 years in a new Civic Pride programme, to improve the public realm.

The administration were proposing increasing the Council Tax by £5 a year for Band D, to fund future plans. 52% of respondents to the consultation, agreed with this increase.

Through the Capital Strategy, a proposal to spend £18.3m in 2021/22 on general funds services, £15.2m of this figure for projects agreed under the Recovery Investment Strategy. Councillor Evely reiterated that expenditure would not be committed to any project unless a detailed business case was presented for approval to the Cabinet or for projects over £100,000 by Council.

£16.4m for a loan, which was proposed through the Capital Strategy, was to support, principally the provision of truly affordable homes in the district.

Councillor Evely explained that the budget would put the administration's values into practice and deliver the ambitions of tackling the climate emergency, deliver social rented housing, strengthen the local economy, and build financial resilience of the Council.

Councillor Selwyn seconded the proposed budget. He thanked Councillor Evely for his clear presentation. He reiterated that the consultation had taken place over various virtual platforms and strategic signs around Cirencester and that the administration genuinely wanted to hear from residents. More responses had been received this year, and the consultation was beneficial for the administration to be able to deliver service, through the published plans and work on rebuilding the Council, investing in vital services such as the waste collection service and investing in local people by providing affordable homes. He commended Councillor Evely for making difficult decisions to be able to continue to deliver services to the residents of the district.

The Chair of Council, Councillor Robbins, announced that he had been notified of proposed amendments to the budget.

Councillor Morgan, the Leader of the opposition, proposed the following amendments, Councillor Berry seconded the proposals.

1. The £50,000 allocated for battery powered cameras to help the fight against illegal fly-tipping be removed from the £200,000 civic pride budget and recorded as a stand alone item in the accounts
2. An extra £140,000 be allocated and reinvested in the Council's planning and enforcement departments, to help reduce the current backlog of applications and make the planning application process more in keeping with residents' expectations.



An amendment, relating to Kemble to Cirencester Rail link, was withdrawn.

Councillor Morgan spoke to the amendments. He explained that he would like to propose removing the £50,000 from the Civic Pride umbrella, in order to track and ensure the investment of this money for fly-tipping was used to track and stem the impact of fly-tipping.

On the second amendment relating to a proposal of £140,000 for the planning and enforcement department, he explained that the department was under a serious amount of stress, the response times and processing of applications were increasing, there was concern that this would get worse before it got better and the team needed help, reinvestment and extra funding.

Councillor Berry, in seconding the proposals, explained that fly-tipping was a key area which was regularly in the press and because of lockdown had probably got worse instead of better, which was why it was proposed in the first instance. He was delighted that it had been accepted, but it was not known exactly what the civic pride presentation was, which would be discussed at Cabinet shortly.

Planning was a key area, it was where the voters see the Council at best or worse. It was an area which needed extra resources and he understood that there was a review, but needed the extra money to be able to provide the service. Currently there was a push for applications 'not to go anywhere' and be decided by officers, because presenting applications to the committee created extra work for staff, but which he considered created a democratic deficit, and it was therefore important to sort this out.

The Chair took each amendment in turn. Each motion was debated and then voted upon. On being put to the vote the first amendment was LOST:

For: Councillors Andrews, Annett, Beale, Berry, Blomefield, Hirst, Robin Hughes, Jepson, Judd, Keeling, Morgan, Norris, Theodoulou, Trotter – Total: 14

Against: Councillors Bloomer, Brassington, Coleman, Coxcoon, Dale, Doherty, Evemy, Forde, Joe Harris, Mark Harris, Roly Hughes, Ind, Layton, Maclean, Maunder, Neill, Robbins, Selwyn, Spivey, Webster – Total: 20

On being put to the vote the second amendment was LOST:

For: Councillors Andrews, Annett, Beale, Berry, Blomefield, Hirst, Robin Hughes, Jepson, Judd, Keeling, Morgan, Norris, Theodoulou, Trotter – Total: 14

Against: Councillors Bloomer, Brassington, Coleman, Coxcoon, Dale, Doherty, Evey, Forde, Joe Harris, Mark Harris, Roly Hughes, Ind, Layton, Maclean, Maunder, Neill, Robbins, Selwyn, Spivey, Webster – Total: 20

The Chair then returned to the proposed Medium Term Financial Strategy and Budget 2021/22.

Councillor Harris spoke to the proposals. He highlighted that this was a budget that rebuilt Council finances, and recognised the huge challenge which was faced to fill the budget black hole which was inherited and responded to the huge cuts to funding from the Government.

It allowed investment in the Cotswolds, for the Council to deliver genuinely affordable homes for young people and families, tackling the climate change emergency to safeguard future generations and putting sustainable, economic growth at the centre of plans to attract high quality, well paid jobs for local people. Tough decisions had had to be made on issues such as fees and charges and whether or not to raise Council Tax, and the garden waste charge, which had enabled the Council to plan for the future and weather the Covid-19 storm,

A long term plan had been implemented in the Council's investment strategy to shore up finances, which when realised, would ensure long term financial stability and eventuality the ability to wean the Council off Government handouts and reliance upon parking charges.

Investing in issues such as housing, climate change, green economic growth strategy, would enable the Council to reinvest in communities and take advantage of the green revolution. Economic Development and job creation locally, to encourage businesses to thrive and bring jobs to the district.

He thanked Councillor Evey and the Cabinet for the hard work in making this budget and in particular the Chief Finance Officer and her team for pulling together this budget. He considered the budget sought to rebuild the Council's finances, investing in the Cotswolds and he urged Members to vote for approval of the budget.

Councillor Morgan spoke to the proposals, thanking Councillor Evey and Selwyn for presenting and seconding the proposals, also thanking the Chief Finance Officer and all the officers for their hard work on this budget. He highlighted that Members were being asked to approve total borrowing over the next four years of £65.8m, which was disproportionate for a Council of this size, which only had an annual budget requirement of around £12m. Of the £65.8m borrowing, there was no idea of how £54.2m would be spent. This level of borrowing did not mean a balanced budget at the end of it. The administration inherited a budget that was debt free, with cash reserves of £13.2m, property investments of 7.5m and financial market investments of £12m. He urged Members not to vote for the proposals.

During debate concern was expressed that the corporate plans and strategies were disconnected from the budget proposals, making sure that the finances were in order, doing everything to reduce costs, although recognition of housing for local residents.

Concern was also expressed regarding the £650,000 spent on employing people to do specialist roles, although it was pointed out that consultants had not been employed to write the Climate Change strategy.

Support was expressed for the work on Climate Change which was a real reality.

Councillor Every summed up thanking Councillors for their comments, reiterating that there was a need to invest in services and deliver for the people of the Cotswolds.

**RESOLVED that**

- (a) Council approve the:
- (i) Budget Proposals for 2021/22
  - (ii) Medium Term Financial Strategy
  - (iii) Pay Policy Statement
  - (iv) Capital Strategy
  - (v) Investment Strategy
  - (vi) Treasury Management Strategy
  - (vii) Local Council Tax Support Scheme as detailed in 2.49 to 2.51 of the report for 2021/22.
- (b) Following approval of recommendations (i)-(vii), Council delegates authority to the Chief Finance Officer to approve the Local Council Tax Support Scheme annual uprating of allowances and non-dependant deductions in line with national regulations.

For: Councillors Bloomer, Brassington, Coleman, Coxcoon, Dale, Doherty, Every, Forde, Joe Harris, Mark Harris, Roly Hughes, Ind, Layton, Maclean, Maunder, Neill, Robbins, Selwyn, Spivey, Webster – Total: 20

Against: Councillors Andrews, Annett, Beale, Berry, Blomefield, Hirst, Robin Hughes, Jepson, Judd, Keeling, Morgan, Norris, Theodoulou, Trotter – Total: 14

**CL.78 Council Tax 2021/22**

Councillor Every proposed the recommendations for setting the Council Tax for the next municipal year, 2021/22, which included precepts for Gloucestershire County Council, Town and Parish Councils and the Police and Crime Commissioner.

Councillor Dale seconded the proposals which he considered were clear and prudent.

**RESOLVED that**

- 1) for the purposes of the Local Government Finance Act 1992 Section 35(2), there are no special expenses for the District Council in 2021/22;
- 2) it be noted that, using her delegated authority, the Chief Finance Officer calculated the Council Tax Base for 2021/22:
  - (a) for the whole Council area as 41,848.15 [item T in the formula in Section 31B of the Local Government Finance Act 1992, as amended (the "Act")]; and
  - (b) for dwellings in those parts of its area to which a Parish Precept relates as in the attached Schedule 1.
- 3) the Council Tax requirement for the Council's own purposes for 2021/22 (excluding Parish Precepts) is £138.93.
- 4) the following amounts be calculated for the year 2021/22 in accordance with Sections 31 to 36 of the Act:
  - (a) £43,111,935 being the aggregate of the amounts which the Council estimates for the items set out in Section 31A (2) of the Act, taking into account all precepts issued to it by Parish Councils and any additional special expenses.
  - (b) £33,777,152 being the aggregate of the amounts which the Council estimates for the items set out in Section 31A (3) of the Act.
  - (c) £9,334,783 being the amount by which the aggregate at 4(a) above exceeds the aggregate at 4(b) above, calculated by the Council, in accordance with Section 31A(4) of the Act, as its Council Tax requirement for the year (Item R in the formula in Section 31B of the Act).
  - (d) £223.06 being the amount at 4(c) above (Item R), all divided by Item T (1(a) above), calculated by the Council, in accordance with Section 31B of the Act, as the basic amount of its Council Tax for the year (including Parish Precepts and Special Expenses);
  - (e) £3,520,820 being the aggregate amount of all special items (Parish Precepts and Special Expenses) referred to in Section 34(1) of the Act as per the attached Schedule 2.
  - (f) £138.93 being the amount at 4(d) above less the result given by dividing the amount at 4(e) above by Item T(2(a) above), calculated by the Council, in accordance with Section 34(2) of the Act, as the basic amount of its Council Tax for the year for dwellings in those parts of its area to which no Parish Precept or special item relates;
  - (g) the amounts shown in Schedule 2 being the amounts given by adding to the amount at 4(f) above, the amounts of the special item or items relating to dwellings in those parts of the Council's area shown in Schedule 2 divided in

each case by the amount at 2(b) above, calculated by the Council, in accordance with Section 34(3) of the Act, as the basic amounts of its Council Tax for the year for dwellings in those parts of its area to which one or more special items relate;

(h) the amounts shown in Schedule 3 being the amounts given by multiplying the amounts at 4(f) and 4(g) above by the number which, in the proportion set out in Section 5(1) of the Act, is applicable to dwellings listed in a particular valuation band divided by the number which in that proportion is applicable to dwellings listed in valuation Band D, calculated by the Council, in accordance with Section 36(1) of the Act, as the amounts to be taken into account for the year in respect of categories of dwellings listed in different valuation bands;

- 5) it be noted that for the year 2021/22 the Gloucestershire County Council and the Police & Crime Commissioner for Gloucestershire have issued precepts to the Council, in accordance with Section 40 of the Local Government Finance Act 1992, for each category of dwellings in the Council's area as indicated below:

Valuation Band	Gloucestershire County Council	Police and Crime Commissioner
	£	£
A	939.48	180.05
B	1,096.06	210.06
C	1,252.64	240.07
D	1,409.22	270.08
E	1,722.38	330.10
F	2,035.54	390.12
G	2,348.70	450.13
H	2,818.44	540.16

- 6) the Council, in accordance with Sections 30 and 36 of the Local Government Finance Act 1992, hereby sets the aggregate amounts shown in Schedule 4 as the amounts of Council Tax for the year 2021/22 for each part of its area and for each of the categories of dwellings.
- 7) the Council's basic amount of Council Tax for 2021/22 is not excessive in accordance with principles approved under Section 52ZB Local Government Finance Act 1992.
- 8) the following Council/Public Officers:

Chief Finance Officer,  
Group Manager – Resident Services,  
Interim Group Manager - Legal Services & Monitoring Officer,  
Legal Executive,  
Business Manager – Operational Support,

**Revenues Manager, Revenues Lead and  
Court Officer**

**be authorised to:**

- (a) collect and recover any National Non-Domestic Rates and Council Tax; and**
- (b) prosecute or defend on the Council's behalf or to appear on its behalf in proceedings before a magistrate's court in respect of unpaid National Non-Domestic Rates and Council Tax.**

For: Councillors Bloomer, Brassington, Coleman, Coxcoon, Dale, Doherty, Evely, Forde, Joe Harris, Mark Harris, Roly Hughes, Ind, Layton, Maclean, Maunder, Neill, Robbins, Selwyn, Spivey, Webster – Total: 20

Against: Councillors Andrews, Annett, Beale, Berry, Blomefield, Hirst, Robin Hughes, Jepson, Judd, Keeling, Morgan, Norris, Theodoulou, Trotter – Total: 14

**CL.79 Motion 7 of 2020/21 – re Climate Change Action Awards**

Proposed by Councillor Julia Judd, Seconded by Councillor Andrew Maclean.

'Council notes that in July 2019 a Climate Emergency 'that requires urgent and comprehensive action' was declared.

Part of that declaration was a proposal to establish a Climate Change Panel, involving Councillors, residents, young citizens, climate science and solutions experts, businesses and other relevant parties, to help shape and promote the District's zero carbon strategy and also recommend ways to maximise local benefits of these actions in other sectors such as employment, health, agriculture, transport and the economy.

To recognise and motivate good practice and innovation by business, individuals, supply chains and group practices in response to Climate Change, it is proposed that the Council introduces a scheme to make Climate Change Action Awards.

This would be the first ever District award scheme to recognise and encourage those who are leading the way in the management and reduction of carbon - both in internal operations and throughout the supply chain.

The awards would highlight leadership in addressing climate change by reducing carbon pollution and inspiring new initiatives. Suggested categories might include:

Individual Leadership Award.

To recognise individuals who demonstrate leadership in both addressing climate change and engaging with businesses, groups, peers and partners.

Youth Award

To recognise an individual or group aged under 18 or under who demonstrate leadership in addressing climate change and engaging with communities, peers and partners.

**Group Leadership Award**

To recognise groups working collaboratively on leading edge climate initiatives. Partnerships collectively establishing objectives to address greenhouse gas reductions goals and/or adaptation and resilience activities.

**Commercial Award**

To recognise businesses that have their own emission reduction goals and exemplify leadership in their internal responses to climate change, and engagement of their peers, partners and supply chain.

**Supply Chain Leadership Award.**

To recognise businesses that have their own emissions reduction goals and demonstrate they are at the leading edge of managing greenhouse gas emissions in their supply chains.

This council therefore resolves to establish a cross-party action group to create such an award system for the benefit of the wider community and make recommendations to Council for adoption.'

Councillor Judd spoke to the motion which built on the Council declaration regarding climate change.

Councillor Maclean seconded the motion, highlighting that this would recognise individuals and would be positive reinforcement of the issues.

**RESOLVED that the motion stand referred to the Cabinet.**

The Meeting commenced at 6.00pm and closed 8.55pm.

Chair  
(END)

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### **Question 1**

#### **Question from Rob Gibson to Councillor Lisa Spivey, Cabinet Member for Housing and Homelessness**

'Homelessness in Cirencester

Homelessness is an awful situation for any individual to find themselves in and I would definitely hate to be in that position or have any of my family or friends in a similar situation. Fortunately we in Cirencester are extremely lucky to have the excellent Yellow Bus project to support the homeless community and they should be complimented on the excellent work that they are doing.

Gloucestershire County Council and the central government also supports the homeless community during the year with a number of financial contributions and support schemes.

However I have noted with concern that in the last 3 months of 2020 CDC spent according to your accounts £110 000 with a projected spend in 2020 in excess of £250 000. Please could you confirm how many homeless people CDC were supporting in Jan 2020 and how many were still being supported in Dec 2020? What is being done to reduce homelessness in terms of permanent accommodation, drug/alcohol/mental health rehabilitation and schemes to help the individuals become part of mainstream society again and or obtain employment?

It is imperative that the homeless are protected and removed from the streets where many are vulnerable and potentially exposed to crime, and with the substantial funds that I noted have been spent by CDC I would have expected the number of homeless in the Cotswolds to have been eradicated.'

#### **Response from Councillor Lisa Spivey, Cabinet Member for Housing and Homelessness**

'Thank you Chair, and thank you Mr. Gibson for your question. I have to say, as a Cabinet Member for Housing and Homelessness, who takes this very serious issue very seriously, I'm only ever delighted to have an opportunity to talk about homelessness. It is, indeed, an incredibly important issue, and one which I am very, very welcome to have questions on to put it further into the public domain. Thank you very much for bringing this, this evening. I'm also very heartened when members of our community bring up these things because it shows yet again in the Cotswolds that we have members of the public for whom these things really, really matter and they really, really, care.

You mention the Big Yellow Bus in your question and the work that they do, however, they are one of the organisations working in the Cotswolds and I would really like to take this as an opportunity to give a shout-out to some of the others who we at CDC work in very close partnership with. Those include Juliet and Graham and everybody at Cirencester Signpost, Mary Cobbett and everybody at Citizens Advice Bureau, Cirencester Housing for Young People, P3, the Food Bank, I could go on, there's just so many brilliant people working in our district to really, really help, so I think they work tirelessly alongside

our officers and I'd really like to thank them all for all their hard work that they put into really helping the most vulnerable in our communities.

Obviously, Cotswold District Council plays a pivotal role in much of that and since I took the Cabinet role, I'm really proud to say that I have prioritised homelessness prevention and close working with the many organisations across the Cotswolds to create a proactive strategy of homelessness prevention. This includes an evaluation of our homelessness prevention strategy, which I did, almost as soon as I took position and working really closely with officers all of last year to bring forward a number of initiatives in the homelessness sphere. I've made it clear to everybody that my aim, really is to have nobody in a hotel or B&B accommodation unless that's the best place for them.

You mentioned in your question that the causes of homelessness are many and complex and likewise, the solutions are many and complex. I am really, really, proud to say that last year we allocated money to trialing a Housing First Scheme, in the Cotswolds, to deal with some of our most complex cases. The scheme does what it says on the tin, it provides a house first. We find that when most homelessness strategies and temporary accommodation and moving people into permanent accommodation, requires that they are housing ready, and in so many cases, where it's really, really, complex issues, that's just not possible.

This Housing First Scheme, where we have specialist support agencies who provide intensive and close support to those who have the most complex needs, they work with a maximum of six people. Since allocating the money last year, we have engaged Aspire to provide that support and they have a full time support worker in place. We have also partnered with a Housing Association to find the accommodation to put people in and I'm really pleased to say that we have made an initial assessment of those who this would most benefit. We have already placed two people in accommodation and are working to find a further four people the accommodation that they need.

Housing First has been a really successful scheme in America and in Europe, so I'm really proud that, finally we are having something like that in the Cotswolds. We also took steps last year to be much more proactive in our provision of temporary accommodation, I was fed up of feeling that we were always on the back foot and put people into hotels and B&B's, so I've really pushed the team and I'm really proud to say that at the end of last year, we took a three year lease on a property in the south of the Cotswolds with nine self-contained units, which is just really, really brilliant, as you mentioned, we continue to work in partnership with the County Council.

We're currently part of the ENSAP scheme which is the next step accommodation programme, which moves on from their 'Everyone-in' scheme, last year, that's gone up to £3.5m worth of Government funding to look at a range of solutions across the county, from county wide Housing First scheme, through temporary accommodation and to those really important next steps into permanent accommodation.

We also contribute to a county wide leasing scheme administered by an excellent charity P3, where they were looking to take, up to lease, up to fifty properties which our residents in the Cotswolds will have access to. I'm also really, really proud of and I want to put on record my thanks to the Housing team at CDC who work incredibly hard, day in, day out, year in, year out, and never more so than in the last year during the pandemic.

What I've seen more than anything is they've been inventive, they've been creative and they've been really, really caring. They negotiated with the Barrel Store in Cirencester and the Royal Agricultural University, amongst others to find accommodation.

We have an entire store room full of furniture and home essentials, which anybody moving into temporary accommodation and then onto more permanent accommodation might need. They really have been absolutely phenomenal and they continue to do that.

You ask about specific numbers, well unfortunately, homelessness is an ever revolving door, wherever we house one person we find that two more pop up. Normally the statistics are done, the actual count of people is done every November. I think in November 2019, we had seven people who were classified as homeless, in November this year we had four. So we are really working on that, that's still four people that we need to house, but I can tell you today and reassure you that everybody, who may find themselves on the streets, who you might see, has been offered accommodation.

Our outreach team through P3 and Street-link continue to work all the time. You've mentioned already that the causes of homelessness are complex and the solutions are complex, the mere offer of a place to sleep is not always going to be a solution for those on our streets.

Moreover since January 2020, we have made 309 placements and the Housing team have also assisted 351 households into permanent accommodation, which is no mean feat given that there was a hiatus, I think, of up to four months last year where there was no movement at all.

A report will come to Cabinet on Monday next week which will look at how we plan to allocate our homelessness prevention grant that we've received and I'm really, really pleased to see that, amongst other things, it includes a Complex Needs Prevention Officer, as what we're anticipating now is that people that we've dealt with throughout the Pandemic and who were already street homeless, many of whom we have already managed to get into accommodation, or through one of our schemes.

What we will see, unfortunately, in the coming months, with the ease of the ban on evictions, is more and more people presenting to us in housing need. The more that we can do, the earlier that we can do that, in terms of intervening and preventing is much better.

You say, your words were, remove from the streets and eradicate, in your question, but I do think that, perhaps these are not quite the right terms. What we want to do here and what we are really, really, working hard at Cotswold District Council to do is prevention and support and partnership working with many agencies.

We live in a small close knit community, as you said, you've seen people on the streets, I can reassure you again today, that everyone you might see on the streets, has been offered accommodation, but if ever you are worried the best thing to do contact Street-link, [www.streetlink.org.uk](http://www.streetlink.org.uk). They will immediately contact P3 who are outreach workers and an outreach worker will go out and will make contact and see what we can do.

I hope that gives you an overview of some of the work that we are doing and what we are constantly doing and that we are striving to do every single day to help those who are the most vulnerable in our communities.'

## **Supplementary question from Mr. Gibson**

‘Thank you Councillor Spivey, that was an amazing answer, thank you very much, my only concern following on from that is, with the potential evictions increasing during the course of this year, when Covid is finally lifted, the restrictions on evictions are removed, has the Council got any financial provision or additional support that may be, unfortunately, looming on the horizon, because at the moment, what you’ve done is absolutely amazing and fantastic and I compliment you and the other individuals and organisations for doing what you’ve done, but I’m really concerned about the future.’

## **Response from Councillor Spivey, Cabinet Member for Housing and Homelessness**

‘Very quick response, that is the Cabinet paper that is coming on Monday, £132,000 of homelessness prevention grant which we are using to get a Complex Needs Officer, we are also putting in money which is for rent deposits, etc. All the papers should be in the public domain and you will see how we are planning to use that money, but absolutely the team remains committed.’

## **Question 2**

### **Question from Mr Fowles to Councillor Doherty, Cabinet Member for the Environment, Waste and Recycling**

‘Can I just ask for a point of clarification? Last meeting I was under the impression that we could ask a supplementary, then I was told that we can’t. This evening you’ve allowed Mr. Gibson a supplementary, what’s the current ruling on supplementaries?’

Councillor Robbins replied that a supplementary was allowed but if the original question contained two questions, only one supplementary would be allowed.

‘My first question is to Councillor Andrew Doherty on fly-tipping. It was refreshing to hear that as the portfolio holder for the Environment, Councillor Doherty has responded positively to suggestions from Councillors Julia Judd and Tony Berry and that you are planning to increase the fly-tipping budget by £50,000 and I gather you may well be retaining the post of the fly-tipping officer, both really important developments for our countryside.

That said, I also note with some alarm that you are increasing the cost of the fortnightly garden waste service, I know that you were intended to do this last year, but deferred it, it is now going up from £30, to £40, which when the Conservatives ran the Council is was obviously £30 a weekly service and now it’s going to be £40 for a fortnightly service, which is by my maths 165% increase. I also note that you are increasing the cost of the bulk collection service from £14 to £25, which is a further 75% increase.

I remember the days when we used to collect bulk waste for nothing and when we started to charge, there was an alarming increase in fly-tipping of substantial bulky items.

So could you please explain the logic that given the unemployment figures in the moment in the county are 5.7% and the prospect of more job losses at the end of lockdown when people would be finding it difficult to survive that we may be well entering a period of, let’s call it, waste collection musical chairs, whereby your price increases will massively increase fly-tipping and will

wipe out the additional £50,000 that you are kindly going to allocate on fly-tipping. I would welcome your views'

### **Response from Councillor Doherty, Cabinet Member for the Environment, Waste and Recycling**

'There's a few points in there, in terms of the £50,000 that was mentioned, I believe we are going to be talking about that later in the meeting, so I'll leave that aside for the minute. The conversations about garden waste bins and fly-tipping do tend to come up a lot, so it is worth noting that I have looked into this in quite long detail and talked to the teams, both our own internal teams and the Ubico teams that do the collection and there isn't actually any evidence that it has any effect on, what I think you're thinking of, in terms of green waste tipping. As I think we are also going to talk about a little later, most of the problems with green waste tipping are from large scale operators and clearance of gardens where people have not bothered to get an insight as to why the clearance operation they are getting is so cheap, and have not undertaken their statutory duty to check that the person clearing it has got a waste licence. The reason those clearances are so cheap, is because the people doing it had no intention of putting it in the right place, in the first place. That's where the bulk of our green waste for fly-tipping actually comes from, it does not come from people who would normally be putting it into a green bin.

In terms of the pricing, generally, the main observation to make there, we've talked a lot about the pricing around the garden waste service and the reasons why it was priced originally, as it was in particular in relation to the fact that it included the food element, which is part of the statutory responsibility we've got and it was important to be encouraging the food collections. Now that that is collected separately, that obviously significantly affects the cost of the service.

Moreover the main thing in terms of our approach to the costs, is we've been quite clear and we have talked to the public about this, is ensuring that the cost that we charge reflects the cost of delivering services, so they are not unduly subsidised, again I believe, I've talked at length about this in terms of the unfairness of flat owners and people who don't have gardens, subsidising the garden waste service for people who live in manor houses and things that are similar.

What we have done, we are increasingly introducing, across all of the services, and this is true of bulky waste service as well, heavily discounted prices for people who are on, for example, local council tax support. This was not in place in the previous administration. That for us is much more important, having a fair price for the service enables us to ensure that the service is delivered much more cheaply for those who can least afford it, and that would be my approach in terms of dealing with those who find the cost of these services more problematic.

We want to incorporate it into the local council tax support scheme, and we want that scheme to cover all the different services that the Council provides so we can discount prices for those who find affordability a problem.'

Mr Fowles thanked Councillor Doherty for his full answer.

### **Question 3**

#### **Question from Mr. Fowles to Councillor Joe Harris, Leader of the Council**

'As one of the several CDC Cirencester Councillors and one of the two Gloucestershire County Councillors for Cirencester along with you Chairman, I feel that Councillor Harris is uniquely placed to be engaging with GCC, the local flood authority and very aware the need to generate as much budget as possible to conduct flood alleviation work in Cirencester and the Cotswolds. Could he please explain why he voted last week, on 17 February, along with his Liberal Democrat group, in a recorded vote at the County Council to reduce the County Council drainage budget by £127,000 which I note was defeated. Had this gone through the second part of this question is, how many properties does he believe would be affected in Cirencester. So why did you vote that way, Councillor Harris? I would be most grateful for your answer, and if it had gone through do you have a view on how many houses might have been affected in Cirencester?'

#### **Response from Councillor Joe Harris, Leader of the Council**

'Well, there you go again David, you know, the Conservatives in Nottinghamshire, were sent a dossier that told them to use the Trump Play Book, weaponise, fake news, my goodness, they are applying that here in Gloucestershire, aren't they, because, I don't know about you, but in the recent flooding events, I saw Cotswold District Council taking the lead, we didn't see much of Thames Water, but we did see them on the ground, we didn't see much of the Environment Agencies, but we did see them on the ground.

One agency, you know, probably missing the most, was the lead flood authority, the County Council, so I suggest, David, you go away and you have a word with Mark Hawthorn and with Vernon Smith and with Nigel Warren, your merry bandwagon of conservative colleagues over at Shire Hall and you get on the phone to them.

For years and years and years, flooding has been an issue that has been talked about, the buck has been passed, as far as I'm concerned, while I'm the Leader of this authority, and know while Andy is the Cabinet Member for flooding, we're taking this issue seriously, we're going to take a lead on it and we're going to get real meaningful change in the Cirencester area.

While you were the Cabinet Member, there was some good schemes that happened, I will admit that, there were some good schemes that the District Council did up in the North Cotswolds, but as per usual, Cirencester got forgotten, not anymore, we are going to make sure that we hold Thames Water to account, that we hold the County Council to account, that we hold the Environment Agency to account.

Actually, while we are on that, let's just look at the record when it comes to infrastructure in Gloucestershire and drainage, I don't know about you, but I've driven round Cirencester, on the way to the shops and on the way to the District Council, the last couple of days, well there's flooding on the roads, the drains are all backed up and as far as I'm concerned that's a County responsibility, isn't it, for the Conservatives.

I think the Conservatives have been running the County Council for sixteen years, haven't they, so before taking us to task on flooding and maintenance of drains, etc, have a word with your own Conservative colleagues at the County Council.

To finish, I think residents have a very clear choice in May, they can vote for sixteen more years of the same, and you know, holes in our roads, drains not working and backing up, or they can vote for a fresh alternative, they can vote for the Lib Dems and they can vote for a party that's going to get serious on flooding and take it seriously and take it forward. Thank you.'

Councillor Maclean, who represented the Green Party, wanted to clarify that, for the record, there were other options, other than, Conservative or Lib Dem.

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**COTSWOLD**  
DISTRICT COUNCIL

Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>COUNCIL – 17 MARCH 2021</b>
Report Number	<b>AGENDA ITEM 7</b>
Subject	<b>UBICO CONTRACT EXTENSION</b>
Wards affected	ALL
Accountable member	Cllr Andrew Doherty, Cabinet Member for Waste, Flooding and Environmental Health Email: Andrew.Doherty@cotswold.gov.uk
Accountable officer	Scott Williams, Business Manager – Waste Email: scott.williams@publicagroup.uk
Summary/Purpose	To update Members on the Ubico contract for Domestic Waste and Recycling collections, Street Cleansing, Grounds maintenance, Cemetery maintenance and Bin deliveries which comes to an end on 31st March 2022 and put forward a recommendation to extend the agreement term by 2 years to 31st March 2024.
Annexes	Annex A – Cabinet Report on Ubico Contract Extension
Recommendation/s	It is recommended that Full Council approves the Cabinet endorsement: <i>a) To support the current Ubico contract being extended by 5 years from 1st April 2022 until 31st March 2027 with a break clause at 2 year as contained within Annex A of this report.</i>
Corporate priorities	The proposal in this report supports the Council priority: Respond to the challenges presented by the Climate Change Emergency.
Key Decision	N/A
Exempt	NO
Consultees/ Consultation	The following people have all been consulted on this report and the detail contained within: Councillor Andrew Doherty and Senior Council and Publica Officers.

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**Annex A – Cabinet Report on Ubico  
Contract Extension**

Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>CABINET – 8 FEBRUARY 2021</b>
Report Number	<b>AGENDA ITEM 8</b>
Subject	<b>UBICO CONTRACT EXTENSION</b>
Wards affected	ALL
Accountable member	Cllr Andrew Doherty, Cabinet Member for Waste, Flooding and Environmental Health Email: Andrew.Doherty@cotswold.gov.uk
Accountable officer	Scott Williams, Business Manager – Contracts Email: scott.williams@publicagroup.uk
Summary/Purpose	To update Members on the Ubico contract for Domestic Waste and Recycling collections, Street Cleansing, Grounds maintenance, Cemetery maintenance and Bin deliveries which comes to an end on 31 <sup>st</sup> March 2022 and put forward a recommendation to negotiate an extension to the agreement term for a period of 5 years to 31 <sup>st</sup> March 2027.
Annexes	Annex A – Ubico Performance Report Annex B - Strengths & Weaknesses Table - <b>Commercially Sensitive</b>
Recommendation/s	It is recommended that Cabinet: <ul style="list-style-type: none"> <li>a) Endorse the proposal contained within this report and recommend to Council that the Ubico contract should be extended by 5 years from 1st April 2022 until 31st March 2027 on the following basis: <ul style="list-style-type: none"> <li>i) The contract extension should be subject to a performance review at 2 years based upon expected outcomes</li> <li>ii) That officers be delegated authority, in consultation with the relevant Cabinet Member(s) to negotiate the terms of a Deed of Variation to the existing contract.</li> <li>iii) The Chief Executive, in consultation with the Leader, Deputy Leader and Cabinet Member for Finance and the Cabinet Member for Environment, Waste and Recycling be delegated authority to sign the Deed of Variation and contract extension</li> </ul> </li> </ul>

**Annex A – Cabinet Report on Ubico  
Contract Extension**

Corporate priorities	The proposal in this report supports the Council priority: Respond to the challenges presented by the Climate Change Emergency.
Key Decision	NO
Exempt	NO
Consultees/ Consultation	The following people have all been consulted on this report and the detail contained within: Councillor Andrew Doherty and Senior Council and Publica Officers.

**I. BACKGROUND**

- I.1. Cotswold District Council (CDC), West Oxfordshire District Council (WODC) along with Forest of Dean District Council (FoDDC), and 4 other partners in Gloucestershire are shareholders in Ubico Limited, a Teckal company designed to deliver environmental services, offering better value for money than commercial contracts.
- I.2. The Teckal model enables Councils to commission services without the costs associated with an EU procurement process. Ubico delivers environmental services on behalf of the Councils at a price which reflects the actual cost of service provision but in doing so holds no assets, and so the depots it operates from, the vehicles it uses to perform the services and the waste and recycling containers which are provided to residents, are all owned by the authorities. This ensures that the shareholders have full control over high value expenditure.
- I.3. The CDC contract with Ubico delivers the following services:
- Domestic Waste and Recycling collections
  - Street Cleansing
  - Grounds maintenance
  - Cemetery maintenance
  - Bin deliveries
- I.4. Feedback from service managers confirms that Ubico performs well and delivers a good level of service, within the time constraints set by the Council. Collection accuracy is extremely high at 99.75%, so the level of missed bins is low. There is a good relationship between officers in Publica and Ubico which has been crucial in maintaining delivery of the front line service despite the Covid-19 pandemic and the pressure that has inflicted. A short update on the last six months of service delivery is attached at Annex A.
- I.5. Annual expenditure is subject to variation in areas such as salary increases and fluctuations in fuel cost. However, there has been regular in-year additional overspend in the management cost. Much of this was due to the cost of additional resources being required to provide the collection services in light of increases in waste volumes on the back of the rollout of the new service and this was largely out of the control of Ubico. However, some overspend was also attributed to omissions in the initial budget setting when the company was set up and has

## **Annex A – Cabinet Report on Ubico Contract Extension**

required adjustment of base revenue budgets. In addition, some overspend has continued to occur as a result of changes in overheads.

- 1.6. The delivery of the Domestic Waste and Recycling collections, Street Cleansing, Grounds maintenance, Cemetery maintenance and Bin deliveries is due to be reviewed and updated in 2027 in line with the majority of existing fleet vehicles reaching the end of their usable life and requiring replacement.

### **2. MAIN POINTS**

- 2.1. There is provision within the current Ubico contract to extend by up to 5 years, should it be considered advantageous to do so.
- 2.2. The services performed form part of the Council's statutory duties and therefore not providing them is not an option. The Council could however choose from one of the following options with regard to the contract for Domestic Waste and Recycling collections, Street Cleansing, Cemetery maintenance and Bin deliveries:
- Enter into contract extension with Ubico for 2 years
  - Enter into contract extension with Ubico for 5 years (any period up to 5 years could be selected, but for the purposes of this comparison 5 years has been presented)
  - Award a new longer term contract to Ubico for this provision
  - Complete a procurement to enter into contract with a private or 3rd sector provider
- 2.3. Cabinet will be considering an update to the Council's Medium Term Financial Strategy (MTFS), during this meeting. The MTFS sets out the scale of risk to Government funding posed by the Ministry of Housing, Communities and Local Government "Fairer Funding Review" which may be implemented in 2022/23. In order to manage the risk of reduced Government funding, the Council needs to identify and implement changes to Ubico services to reduce costs.

### **3. STRENGTHS & WEAKNESSES OF EACH OPTION**

- 3.1 The strengths and weaknesses of each option are presented in the commercially sensitive table at Annex B.

### **4. FINANCIAL IMPLICATIONS**

- 4.1. The current Ubico contract for Domestic Waste and Recycling collections, Street Cleansing, Grounds maintenance, Cemetery maintenance and Bin deliveries is budgeted to cost the Council £6,552,103 this year (2020/21).
- 4.2. As a comparison the Ubico contract budget to perform the same services cost the Council £6,044,540 in 2019/20.
- 4.3. Ubico has proposed a budget for 2021/22 as £6,983,315.

## Annex A – Cabinet Report on Ubico Contract Extension

- 4.4. The year-on-year increase is partly a result of the introduction of the new waste and recycling service in March 2020 and increased waste volumes which can partly be attributed to the effects of the Covid-19 pandemic and large proportions of residents remaining/working from home.
- 4.5. Over the last six months officers having been reviewing potential savings achievable through improved system design and this would be the focus for the period of the contract extension with the creation of an Environmental Services Improvement Programme (ESIP) which aims to:
- Improve the services provided to residents and communities
  - Reduce costs for the Authorities, Publica and Ubico
  - Improve existing systems, processes and structures
  - Reduce service failure
  - Increase use of digital platforms so customers can effectively self-serve
  - Reduce the carbon produced by environmental services
  - Make business information current and visible, using it to make informed strategic and operational decisions

## 5. LEGAL IMPLICATIONS

- 5.1. The Council has a statutory requirement to perform Domestic Waste and Recycling collections as the Waste Collection Authority, Street Cleansing, Grounds maintenance, Cemetery maintenance and Bin deliveries. These services are provided by Ubico under the terms set out in a contract dated the 1st of April 2012.
- 5.2. The contract term is for a period of 10 years and will expire on the 31st March 2022 unless an option to extend the contract for up to five years is exercised. This option must be exercised by giving not less than 12 months notice prior to the last day of the term which is the 30th March 2021.
- 5.3. Clause 28 of the contract envisages that, subject to satisfactory performance by Ubico, any extension of the contract will be on the provisions of the current contract. Clause 2.2 provides that the Council may seek to extend the contract and states that “*During the Extension, the obligations under the Agreement shall continue (subject to any Variation)...*” Therefore, as a matter of contract, there is ability for the parties to seek to agree a variation of the current terms, subject to any procurement law considerations. This will enable the Council to negotiate a variation to the contract to include the matters referred to in paragraph 4.5 above.
- 5.4. It is anticipated that, from the authority’s perspective, the contract extension will include a performance review at 2 years based upon expected outcomes which will need to be set out in a formal Deed of Variation to the existing contract.
- 5.5. Having given notice to extend in accordance with Clause 28.1, the authority will then be able to discuss a potential variation up to the point of the contract termination date. Otherwise, the contract will be extended on its current terms.

## **Annex A – Cabinet Report on Ubico Contract Extension**

### **6. RISK ASSESSMENT**

- 6.1. The Council does not have the option of simply stopping these functions, so needs to continue delivering them directly or through a third party.
- 6.2. The risks associated with the options available to the Council are set out in the Strengths and Weaknesses section of this report [Annex B - **Commercially Sensitive**]

### **7. EQUALITIES IMPACT**

- 7.1. None associated with this report.

### **8. CLIMATE CHANGE IMPLICATIONS**

- 8.1. None associated with this report.

### **9. ALTERNATIVE OPTIONS**

- 9.1. The Council can choose to enact a contract extension with Ubico or re-tender the contract for Domestic Waste and Recycling collections, Street Cleansing, Grounds maintenance, Cemetery maintenance and Bin deliveries with an alternative provider. Given the risks surrounding the economy as a result of the Covid-19 pandemic and uncertainty surrounding Brexit, it would be unlikely to receive any competitive bids, when compared to that currently being paid to Ubico. In addition, significant one-off costs associated with a new procurement (£100,000+) would need to be accounted for and the Council would miss the partnership opportunity it has to work with Ubico on a sustainable solution for future service provision in Gloucestershire/Oxfordshire.

### **10. RECOMMENDATION**

- 10.1. In order to maintain delivery of the Domestic Waste and Recycling collections, Street Cleansing, Grounds maintenance, Cemetery maintenance and Bin deliveries, and as a result of the Covid-19s pandemic and Brexit, Officers believe that entering into a 5 year extension with Ubico (from 1st April 2022 until 31st March 2027), with a performance related review at 2 years, would be the best solution at this time. This should allow enough time for outside influences to play out and for Ubico to work with the council to deliver further efficiencies as part of the Environmental Services Improvement Programme (ESIP) in support of the Authorities Medium Term Financial Strategy

### **11. BACKGROUND PAPERS**

- 11.1. None

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# Ubico Report February 2021



**COTSWOLD**  
DISTRICT COUNCIL



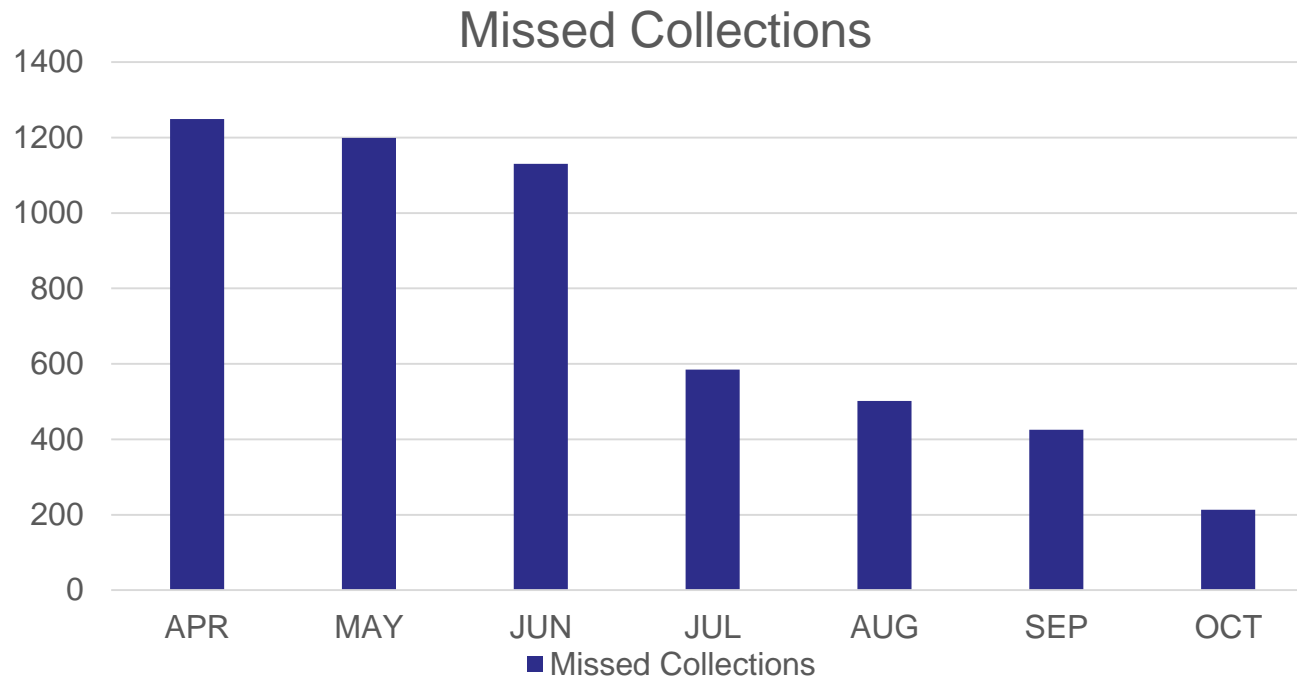
# Executive Summary

Page 34

- A Tough 6 months
- Coronavirus coincided with the new service launch.
- Depots re-organised with one way systems, perspex screens.
- All those who could work from home did so.
- Front line crews in “Bubbles” to minimise risk of infection.
- HSE guidelines followed at all times.
- New Supervisory staff recruited and doing very well
- New Managing Director



# Deliver Quality Missed Collections



Page 35

A new service takes time to bed in, this took longer this year due to the issues raised by the Coronavirus Pandemic but targets are now being met.



# Deliver Quality Collection Accuracy

**Total Collections: 2,096,858**

**Total Missed Collections:  
5,090**

**Collection Accuracy: 99.75%**

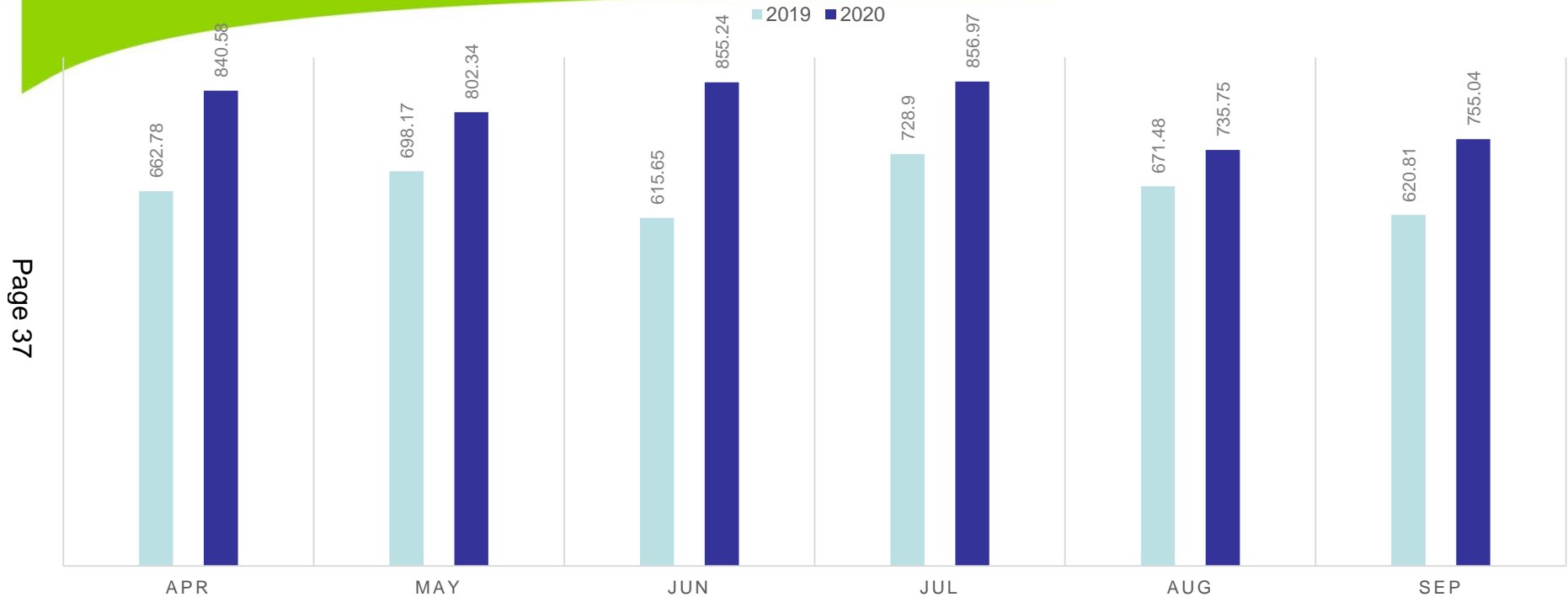
**Target: 99.96%**

Page 36

Oct at 99.94%



# Recycling Weights



Page 37

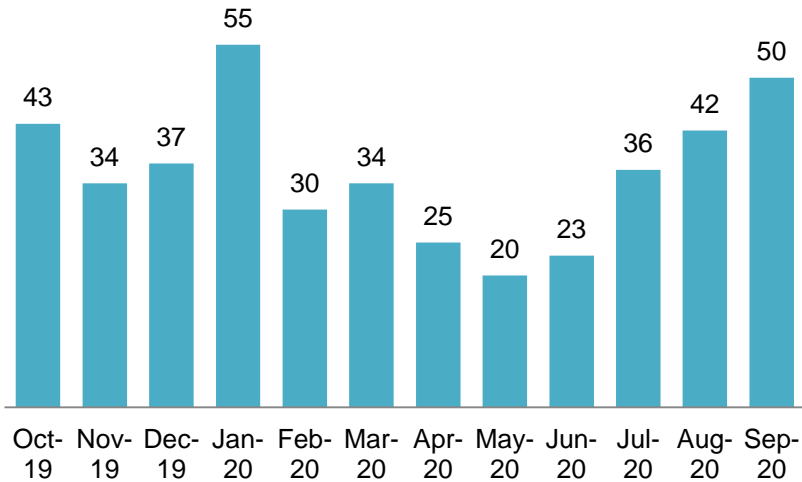
An average increase in collected Recycling of 22% compared to previous Year. Residual Waste has increased by 5%



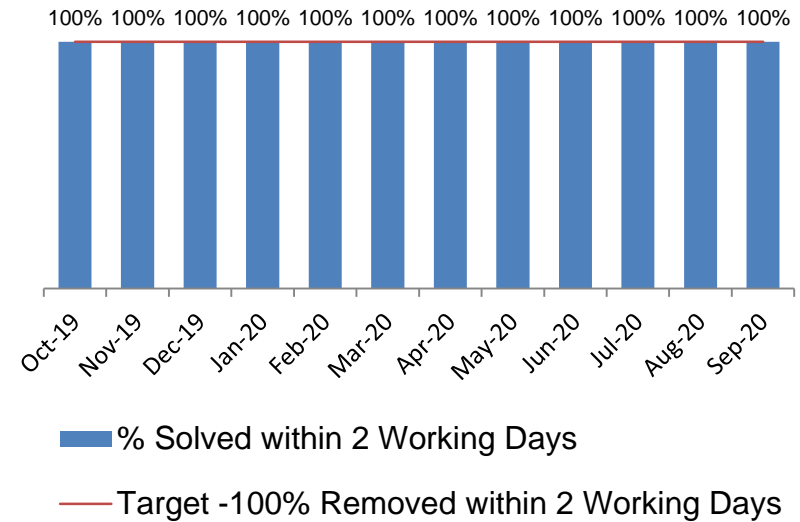
# Deliver Quality Fly tipping

Page 38

### Fly-tipping requests received



### Removal of Fly tipping within 2 working days (%)



- There has been an average increase in Fly tipping of 292% compared to the same period in 2019.





Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>COUNCIL – 17 MARCH 2021</b>
Report Number	<b>AGENDA ITEM 8</b>
Subject	<b>UPDATE TO COUNCIL CONTRACT RULES</b>
Wards affected	All
Accountable member	Cllr. Mike Every Deputy Leader and Cabinet Member for Finance
Accountable officer	Jenny Poole, Chief Finance Officer Jenny.Poole@cotswold.gov.uk 01285 623313
Summary/Purpose	For Council to receive a proposed update to the Council's Contract Rules.
Annexes	Annex A – Update to the Contract Rules – with track changes Annex B – Update to the Contract Rules – clean copy with track changes accepted.
Recommendation/s	<i>That Council discuss the draft Contract Rules and approves the updated Contract Rules.</i>
Corporate priorities	Ensure that all services delivered by the Council are delivered to the highest standard.
Key Decision	No
Exempt	No
Consultees/ Consultation	Prior to Cabinet approval on the 8 <sup>th</sup> February 2021, the draft Contract Rules have been subject to consultation with the finance, legal and counter fraud teams, the Council Management Team and the Audit Committee.

## 1. BACKGROUND

- 1.1. The current Council Contract Rules were last updated 2015. The Procurement Team have carried out a review of the Rules to ensure that they comply with latest legislation and reflect the UK departure from the European Union.
- 1.2. The Audit Committee considered the amendments to the Contract Rules on 28 January 2021 and were supportive of the amended rules. A few typo-graphical corrections were identified and these were amended
- 1.3. Cabinet considered the amendments to the Contract Rules on 08<sup>th</sup> February 2021 and were supportive of the amended rules. One typo-graphical correction was identified and this has been amended.

## 2. MAIN POINTS

- 2.1. An update to the Contract Rules with track changes showing proposed updates is attached at **Annex A**. A version of the updated Contract Rules, with track changes accepted, is also attached at **Annex B**. **Annex B** is the version of the Contract Rules which the Council will consider on 17<sup>th</sup> March 2021.
- 2.2. Under the current Rules the purchase of supplies, services and works with a value below £10,000 require a best value process. The contract is by way of a set of terms and conditions. There is a link to those terms in the purchase order.
- 2.3. Over £10,000, a competitive process is required through the procurement e-portal via Publica Procurement and a formal contract is prepared by Legal Services.
- 2.4. These existing threshold values are deemed to be no longer commercially fit for purpose. The financial limits have been in place for approximately 20 years and during this time, inflation has reduced the buying power of the existing £10,000 threshold. It is considered that the requirement to conduct a full competitive procurement process for purchases above £10,000 has a negative impact on the Council's ability to do business in a timely and cost effective manner to deliver best value.
- 2.5. Accordingly, the following thresholds are proposed:
  - **£0-£10,000**; no change except that if quotes are sought, they should be obtained through the Council's self-service e-portal.
  - **Above £10,000 to £25,000**; 3 written quotes via the self-service e-portal.
- 2.6. There will no longer be a requirement for a formal contract to be prepared by Legal Services; instead the standard terms and conditions currently applicable for purchases below £10,000 will be used.
  - **Above £25,000**, a full competitive tender through Publica Procurement and the e-portal will be required.
- 2.7. Officers have made other changes to the Contract Rules which are summarised below:
  - The deletion of the 'bulk purchasing' waiver which is no longer required.



- The introduction of a new circumstance in which a waiver may be granted to allow for the novation/assignment of contracts relating to a building being acquired by the Council or a service being brought back in house.
- Updated provisions about the use of the e-portal.
- Amendments required due to the UK's withdrawal from the European Union.

### **3. FINANCIAL IMPLICATIONS**

- 3.1.** There are no financial implications from this report. However, compliance with the Council's Contract Rules will support the Council in achieving best value from taxpayers' money.

### **4. LEGAL IMPLICATIONS**

There are no legal implications from this report.

### **5. RISK ASSESSMENT**

- 5.1.** There are no risks associated with this report.

### **6. ALTERNATIVE OPTIONS**

- 6.1.** The Council could decide to leave the Contract Rules unchanged or may propose alternative thresholds to the Council.

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**Contract Rules**

## CONTENTS

- Section 1 – General Compliance and Scope
- 1. Compliance
- 2. Scope
- Section 2 – Common Requirements
- 3. Calculation of Contract Values
- 4. Authorised Officers and their responsibilities
- 5. Contract Values
- 6. ~~Exemptions and~~ Waivers
- Section 3 – Tendering Process
- 7. Advertising
- 8. Suitability assessment and Pre-Qualification
- 9. Electronic Tendering
- 10. Dividing into Lots
- 11. Submission and Opening of Tenders and Quotes
- 12. Arithmetical Errors and Post Tender Clarification
- 13. ~~Tender~~ Evaluations
- 14. Awarding Contracts
- 15. Debrief
- Section 4 – Contract Formalities
- 16. Execution of contracts
- 17. Records of Quotes, Tenders and contracts
- 18. Bonds and Parent Company Guarantees
- 19. Embedded Leases and Embedded Derivatives
- Section 5 – Specific Types of Tendering
- 20. Framework Agreements and Dynamic Purchasing Systems
- 21. Draw Down Agreements
- 22. Collaborations and joint working
- 23. Procurement by Consultants
- 24. Nominated and Named Sub-Contractors
- 25. Amendments to Contracts
- 26. Contract management
- Definitions

## CONTRACT RULES

### SECTION 1: GENERAL COMPLIANCE AND SCOPE

#### 1. COMPLIANCE

- 1.1 Every contract entered into by the Authority shall be entered into pursuant to or in connection with the Authority's functions and shall comply with:
- 1.1.1 All relevant statutory provisions including codes and statutory guidance e.g. Local Government Transparency Code ~~transparency code~~;
  - 1.1.2 The relevant European procurement rules when applicable and whilst they have a direct effect in the UK (i.e. the EC Treaty, the general principles of EC law and the EC public procurement directives implemented by the UK Regulations);
  - 1.1.3 The Authority's Constitution including these Contract—Rules, the Authority's Financial Rules and Scheme of Delegation;
  - 1.1.4 The Authority's strategic objectives, Procurement Strategy, Procurement Code (which includes template documentation) and relevant policies
- 1.2. The policy of the Authority, and the objective of these Contract Rules, is to ensure that all works, goods and services:
- 1.2.1 Are obtained with probity and propriety to ensure the proper expenditure of public funds;
  - 1.2.2 Are appropriate for the purpose for which they are obtained;
  - 1.2.3 Ensure Best Value for Money.

**Commented [CO1]:** This may be updated further following publication on the awaited Green Procurement which will deal with any change once we transition out of the EU on Dec 31st

#### 2. SCOPE

- 2.1 These Contract Rules apply to any arrangement made by, or on behalf of, the Authority for the carrying out of works , the provision of services or the supply of supplies or for the supply of goods or services.
- 2.2. These Contract Rules do not apply to:
- 2.2.1 contracts of employment which make an individual a direct employee of the Authority;
  - 2.2.2 the acquisition, disposal, or transfer of land (which must be carried out by the Executive Director of Finance and Assets or any other officer with delegated authority ~~the Head of Property Services~~) except where services or works are required by the Authority as part of the land transaction.  
E.g. development regeneration agreements projects

- 2.2.3 contracts relating to the placement of deposits or raising of loans under the treasury management strategy;
- 2.2.4 purchases made at public auction.
- 2.2.5 the giving of grants

## **SECTION 2: COMMON REQUIREMENTS**

### **3. CALCULATION OF CONTRACT VALUES**

- 3.1 Unless otherwise stated, the calculation of the estimated value of a procurement shall be based on the total amount payable in pounds sterling, net of VAT, as estimated by the Authority over the entire contract period, including any proposed extension to the initial contract period.
- 3.2 The estimated value is to be calculated as at the date the contract is first advertised or the Candidates are contacted, whichever occurs first.
- 3.3 Contracts should be for a fixed term, but where this is not possible (e.g. hire agreements) the contract value should be calculated by multiplying the monthly value by 48.
- 3.3 Contracts must not be artificially under or over-estimated or divided into two or more separate contracts where the effect is to avoid the application of these Contract Rules ~~or the Regulations~~.

### **4. AUTHORISED OFFICERS AND THEIR RESPONSIBILITIES**

- 4.1 Authorised Officers are persons responsible for carrying out the procurement in question and who have received corporate training on these Contract Rules, the Regulations and the Procurement Code
- 4.2 The Authorised Officer must proceed with the procurement in a manner commensurate with its complexity and value, by:
  - 4.2.1 appraising the need for the expenditure and its priority;
  - 4.2.2 defining the objectives of the procurement;
  - 4.2.3 assessing the risks associated with the procurement and how to manage them;
  - 4.2.4 considering what procurement method is most likely to achieve the purchasing objectives, including internal or external sourcing, partnering, packaging strategy and collaborative procurement arrangements with another local authority, government department, statutory undertaker or public service purchasing consortium and frameworks;

- 4.2.5 consulting users as appropriate about the proposed procurement method, contract standards and performance and user satisfaction monitoring;
- 4.2.6 Checking to see if a corporate contract already exists. E.g. stationery contract.
- 4.2.7 Where the procurement involves a potential change to services provided by the Authority the Authorised Officer ensuring compliance with
- the Authority's duty to consult under Section 3 Local Government Act 1999
  - the Authority's duties under the Equality Act 2010.
  - The Public Social Value Act 2012 for contracts for services over the EU threshold to ensure how the procurement might improve the economic, social and environmental well-being of the geographical area the Authority serves
- 4.2.8 Ensuring the Budget Holder has sufficient budget to sustain the contract for the life of the contract.
- 4.2.9 for Quotes ~~with a value of and Tenders below £25,000 or less £10,000.00~~ attaching the relevant standard terms and conditions to the purchase order or otherwise draw the attention of the Supplier to these standard terms and conditions;
- 4.2.10 for ~~Quotes and~~ Tenders ~~with a value above £25,000~~ ~~£10,000.00~~, instructing the Council's Solicitor in writing to draft or approve the formal written contract terms and conditions that are to apply to the proposed contract;
- 4.2.11 ensuring that a purchase order is raised for the contract.
- 4.3 Where any procurement may result in any employee either of the Authority or of a service provider being affected by any transfer arrangements, Authorised Officers must ensure that the application of the Transfer of Undertaking Protection of Employment Regulations 2006 (TUPE) is considered and obtain legal advice before proceeding with inviting Tenders or Quotes.
- 4.4 Any procurement that is:
- over EU threshold and TUPE applies or
  - is over budget

shall be referred to the Cabinet for decision, unless otherwise stated elsewhere in the Authority's Constitution..

**CONTRACT VALUES**

5.1 Where the total value for a purchase is within the values in the first column below, unless the Holder procures via a compliant Framework Agreement, Draw Down Agreement or Dynamic Purchasing System the award procedure in the second column must be followed:

Estimated Total Contract Value	Contract Letting Requirements & Forms of Contract
<p><u>Up to £10,000</u> <u>£10,000 and below</u></p>	<p>The Budget Holder can purchase from the source that offers the Best Value for Money to the Authority.</p> <p>This could be demonstrated by the obtaining of <u>two 2</u> written Quotes, where <u>this is possible and via the Procurement Portal where appropriate-</u></p> <p>Contracts shall be by purchase order with <u>the relevant</u> standard terms and conditions attached <u>or otherwise drawn to the attention of the Supplier.</u></p>
<p><u>From £10,001 to £50,000</u> <u>Above £10,000 to £25,000</u></p>	<p><u>At least three written quotes shall be sought through the Portal using the Request for Quote template</u></p> <p><u>Where a procurement opportunity with a value estimated to be £25,000 or above is Advertised, it must also advertised on Contract Finder using the Portal within 24 hours of any adverts appearing with unrestricted and full direct internet access to relevant contract documents.</u></p> <p><u>A pre- qualification stage is not permitted but appropriate suitability questions may be asked in the Rest for Quote.</u></p> <p><u>If the lowest Quote received exceeds £25,000, the contract shall not be awarded unless the contract is below the relevant Threshold and either</u></p> <ul style="list-style-type: none"> <li><u>• a waiver is approved in accordance with Rule 6.1 or</u></li> <li><u>• approval is given by the Section 151 Officer.</u></li> </ul> <p><u>Unless a waiver or approval of the Section 151 Officer is given, a new procurement will be required which must be carried out in accordance with the above £25,000 to Threshold procedures</u></p> <p><u>Shall be advertised on the website of the Authority (and/or other public advertisement as determined</u></p>

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	<p><del>by the Authorised Officer) unless, in consultation with the S151 officer, and the Council's Solicitor, it is agreed to approach suppliers on an ad hoc basis (in which case 3 written quotes shall be sort).</del></p>
<p><del>From £50,001 to EU Threshold</del></p> <p><u>Above £25,000 to Threshold</u></p>	<p><del>Shall be advertised on the website of the Authority and on Contract Finder using the Authority's e-procurement system (within 24 hours of any other adverts appearing) (and/or other public advertisement as determined by the Authorised Officer) together with unrestricted and full direct internet access to relevant contract documents</del></p>

	<p><del>An open procedure shall be followed for goods and services.</del></p> <p><del>Pre-Qualification Questionnaires (PQQ's) can be used in procurements above the lower EU threshold for goods and services for tender opportunities for <b>works</b> contracts.</del></p> <p><del>A formal written contract prepared/approved by the Council's Solicitor must be utilised.</del></p> <p><u>A full competitive procurement shall be undertaken through the Portal using an Invitation to Tender.</u></p> <p><u>The opportunity must be advertised on Contract Finder (within 24 hours of any other adverts appearing) (and/or other public advertisement as determined by the Authorised Officer) together with unrestricted and full direct internet access to relevant contract documents.</u></p> <p><u>A pre-qualification stage is not permitted except for procurements of works contracts above the Threshold for supplies and services. A PAS91 pre-qualification questionnaire must be used.</u></p> <p><u>A formal written contract prepared or approved by the Authority Solicitor must be used</u></p> <p><u>If the lowest Tender received exceeds the relevant Threshold then the contract shall not be awarded. A new procurement will be required which must be carried out in accordance with the Threshold and Above procedure</u></p>
EU Threshold and Above	<p><u>A full competitive procurement shall be undertaken through the portal using an Invitation to Tender</u></p> <p><u>Procurement opportunities shall be advertised</u></p> <ul style="list-style-type: none"> <li>• <u>Either in the Find a Tender Service as required by law</u></li> <li>• <u>On Contract Finder within the time limit specified in the Regulations</u></li> </ul> <p><u>The Procurement Advisor, consultation with the Authority's Solicitor, shall advise on the most appropriate procurement procedure to be used when conducting a procurement. The Regulations set out the permitted procurement procedures;the</u></p>

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Commented [CO2]: Official Journal of the European Union will be replaced by Find a Tender, from the 1st January

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two most common procedures are:

- Open Procedure – a one stage process where anyone can submit a tender
- Restricted Procedure – a two stage process where a Selection Questionnaire is used to shortlist Candidates who are then invited to submit a tender.

The following procedures can only be used in certain circumstances. See the Procurement Code for further detail.

- **Innovation Partnership:**

This may be used when the Authority is seeking innovative ideas where solutions are not already available on the market and there is also an intention to include both the development of the outcome and its subsequent purchase (subject to meeting agreed performance levels and maximum costs) in the procurement.

A structured partnership will be established for the development of an innovative product, service or works and the subsequent purchase of the resulting supplies, services or works, provided that they correspond to the agreed performance levels and costs.

- **Competitive dialogue**

This can be used where either of the following apply:

- I. the need of the Authority cannot be met without adaption of the readily available solutions;
- II. they include design or innovative solutions;
- III. specific circumstances related to the nature, the complexity or the legal and financial makeup or because of the risks attaching to them;
- IV. the technical specifications cannot be established with sufficient precision with reference to a standard UK Technical Assessment, common technical specification or technical reference;
- V. where, in response to an open or a restricted procedure, only irregular or unacceptable tenders were submitted, provided that the Authority includes in the

~~procedure all of, and only, the Candidates that meet certain criteria and submitted tenders in accordance with the formal requirements of the failed procedure~~

~~• **Competitive Procedure with negotiation**~~

~~This procedure can be used for the same reasons as competitive dialogue. With this procedure, the Authority can negotiate with Candidates who have submitted tenders to seek improved offers.~~

~~A formal written contract prepared or approved by the Authority's Solicitor must be used.~~

~~Shall be advertised in the Official Journal of the European Journal (OJEU), on the website of the Authority and on Contract Finder using the Authority's e-procurement system (within 3 days of the receipt of OJEU notice at publications office or within 24 hours of the OJEU notice being published) (and/or other public advertisement as determined by the Authorised Officer)~~

~~Pre-Qualification Questionnaires (PQQ's) can be used in procurements above the lower EU threshold for goods and services for tender opportunities for goods, services **and works**.~~

~~The Procurement Adviser in consultation with the Council's Solicitor shall advise on the most appropriate EU procurement procedure to be used for the relevant goods, services and/or works to be procured. The two most common procedures are:~~

- ~~• Open Procedure — anyone can submit a tender~~
- ~~• Restricted Procedure — following receipt of expressions of interest a pre-qualification questionnaire (PQQ) is used to shortlist Candidates who are then invited to submit a tender.~~

~~The following procedures can only be used in certain circumstances. See the Procurement Code for further detail.~~

• ~~Innovation Partnership;~~

~~This may be used when the Authority is seeking innovative ideas where solutions are not already available on the market and there is also an intention to include~~

~~both the development of the outcome and its subsequent purchase (subject to meeting agreed performance levels and maximum costs) in the procurement.~~

~~A structured partnership will be established for the development of an innovative product, service or works and the subsequent purchase of the resulting supplies, services or works, provided that they correspond to the agreed performance levels and costs.~~

◆ ~~**Competitive dialogue**~~

~~This can be used where either of the following apply:~~

~~(i) the need of the Authority cannot be met without adaptation of readily available solutions;~~

~~(ii) they include design or innovative solutions;~~

~~(iii) specific circumstances related to the nature, the complexity or the legal and financial makeup or because of risks attaching to them;~~

~~(iv) the technical specifications cannot be established with sufficient precision with reference to a standard, European Technical Assessment, common technical specification or technical reference;~~

~~(v) where, in response to an open or a restricted procedure, only irregular or unacceptable tenders were submitted, provided that the Authority includes in the procedure all of, and only, the tenderers that meet certain criteria and submitted tenders in accordance with the formal requirements of the failed procedure~~

◆ ~~**Competitive Procedure with negotiation.**~~

~~This procedure can be used for the same reasons as competitive dialogue. With this procedure the Authority can negotiate with~~

	<p><del>Candidates who have submitted tenders to seek improved offers.</del></p> <p><del>A formal written contract prepared/approved by the Council's Solicitor must be utilised.</del></p>
Light Touch Regime	<p>Contracts involving the following goods and services are subject to a 'light touch' regime if the value of the contract is below the prescribed threshold contained in the <u>prescribed Threshold EU Regulations</u>;</p> <ul style="list-style-type: none"> <li>• Health, social and related services</li> <li>• Administrative social, educational, healthcare and cultural services</li> <li>• Compulsory social security services</li> <li>• Benefit services</li> <li>• Other community, social and personal services including services furnished by trade unions, political organisations, youth associations and other membership organisation services</li> <li>• Legal services</li> <li>• Other administrative services and government services</li> <li>• Provision of services to the community</li> <li>• Prison related services, public security and rescue services</li> <li>• Investigation and security services</li> <li>• International services</li> <li>• Postal services</li> <li>• Miscellaneous services listed in schedule 3 of the Public Contract Regulation 2015</li> </ul> <p>Advice must be sought from the Procurement Adviser before undertaking a light touch regime procurement.</p>

	A formal written contract prepared/approved by the <del>Authority's Council's</del> Solicitor must be utilised.
Concessions	<p>A concession contract is an agreement where Suppliers are given the right to exploit works or services provided for their own gain. Suppliers can either receive consideration for their services solely through third party sources or partly through payment from the contracting authority along with income received from third parties e.g. a services concession is where a supplier has a contract to manage an Authority's catering services for its staff. The Authority <del>does not doesn't</del> pay the Supplier to run the services and its income is solely through the staff using the facilities. The risk in the concession making a profit is with the Supplier and not the Authority.</p> <p><u>A formal written contract prepared/approved by the Authority's Solicitor must be utilised</u></p>
Disposal of assets (other than land)	Where the Authority is selling or disposing of assets without the provision of services then the Authority's obligation is to achieve the best value for the items. This could be achieved by obtaining quotes or conducting a full tender depending upon the items being disposed of. Any disposal must be in accordance with the Authority's Finance Rules.
Disposal of Land	These contract rules apply where the Authority is disposing of or acquiring land and there is an element of services or works required by the Authority as part of the transfer (E.g. regeneration projects)

**6. EXEMPTIONS AND WAIVERS**

6.1 Subject to the written approvals referred to in Contract Rule 6.2 below, waivers of any of these Contract Rules shall only be given in the following exceptional circumstances:-

6.1.1 Where the ~~supplies, works or services goods, materials, works or services~~ are of a unique or specialised nature or are identical or similar to or compatible with an existing provision so as to render only one or two sources of supply appropriate, including:

- an upgrade or
- where the contract concerns, wholly or mainly, repairs to or the supply of parts for existing proprietary machinery, plant or equipment and the repairs to or the supply of parts cannot be



carried out practicably by alternative ~~Suppliers/Contractors;~~  
or

- 6.1.2 The goods or materials to be purchased are proprietary articles or are sold only at fixed prices; or
- 6.1.3 The price of services, ~~or supplies goods or materials~~ to be purchased is controlled by trade organisations, or if for other reasons there would be no genuine competition; or
- 6.1.4 Where in the opinion of the Authorised Officer in consultation with the s151 Officer and the ~~Authority's Council's~~ Solicitor considers that the services to be provided or the work to be executed or the goods or materials to be purchased are urgent; (subject to the action being reported to the next Cabinet Meeting) or
- 6.1.5 Specialist consultants, solicitor, barrister, agents, artist or professional advisers are required and:
- There is no satisfactory alternative; or
  - Evidence indicates that there is likely to be no genuine competition; or
  - It is, in the opinion of the Authorised Officer, in the Authority's best interest to engage a particular consultant, solicitor, barrister, agent, artist or adviser;

or

- 6.1.6 ~~Where the Authority is purchasing a property, or is taking a service back in-house, which has associated contracts and in the opinion of the Authorised Officer it is in the Authority's best interests to acquire those contracts; or~~  
~~The goods or materials to be purchased are within a bulk purchasing agreement made between the Authority and a consortium or other organisation approved by the Authority; or~~
- 6.1.7 The works to be executed or the goods or materials to be purchased can only be carried out or supplied by a statutory body.

- 6.2 These Contract Rules cannot be waived for the procurements above the prescribed relevant ~~EU~~-Threshold.

Where it is possible to waive these Contract Rules, any such waiver must be agreed by:

- 6.2.1 Cabinet for contracts above £100,000.00 or the Head of Paid Service in consultation with the Leader of the Authority, the Section 151 Officer and the Authority's Solicitor if the matter requires an urgent decision and a meeting of the Cabinet cannot be called; or

6.2.2 The Budget Holder (if authority do so has been delegated to them in accordance with the Constitution), in consultation with the Section 151 Officer and the Council's Solicitor if the contract does not exceed is £100,000.00 or less.

6.3 A record of the decision and the reasons for it shall be kept and the wavier itself shall be kept by the Authority's Council's Solicitor.

**SECTION 3: QUOTATION AND TENDERING PROCESSTENDERING AND QUOTATION PROCESS**

**7. ADVERTISING (above ~~£25,000~~£10,000.00)**

7.1 Adverts shall include as a minimum:

- Date and time response to be received by the Authority
- How and to whom the Supplier must respond
- Any requirements for participating in the procurement

7.2 Where adverts are placed on Contract Finder unrestricted and full direct internet access to relevant contract documents shall be available on the Authority's website and the Authority's Procurement portal e-procurement system free of charge when the advert is placed.

7.3 Opportunities with a value over the relevant relevant EU Threshold must also be advertised on the Find a Tender website in the Official Journal of the European Union (OJEU) by submitting a Contract Notice using the Authority's Procurement portal e-procurement system

**8. SUITABILITY ASSESSMENT (under ~~EU~~ threshold) AND PRE-QUALIFICATION (above EU threshold only)**

8.1 Authorised Officers are responsible for ensuring that all Candidates for a contract are suitably assessed. Financial and due diligence checks must be undertaken for all contracts where the value of the contract is above £10,000

**Under EU-Threshold**

8.2 As part of the tender or quotation process Authorised Officer shall establish that the potential Candidates meet minimum requirements or minimum standards of :

- Suitability.
- Capability.
- Legal status; and
- Financial standing
- 

8.3 The assessment questions must be

- relevant to the subject matter of the procurement and

- proportionate

8.4 For works contracts above the lower EU threshold (supply and services level) a ~~p~~Pre-Qualification Questionnaire (PQQ) stage is permitted. Officers must use ~~form~~ PAS91 or such other required ~~PQQ~~ template required by law or by the Government.

8.5 **Above EU Threshold**

Procurements above the ~~EU~~ threshold can use a ~~p~~Pre-Qualification Questionnaire (PQQ) stage. Officers must use the Selection Questionnaire PQQ form issued by the Government or for works contract form PAS91 or such other templates as required by law or by the Government. ~~required PQQ template. As any deviations the standard form must be reported to the Cabinet Office changes to the form are not permitted without the consent of the Procurement Advisor, S151 Officer and the Council's Solicitor.~~

Any deviations from the standard form must be reported to the Cabinet Office. Changes to the form are not permitted without the consent of the Procurement Advisor, Section 151 Officer and the Auhroity's solicitor

8.6 Any Candidate eliminated from a procurement where a pre-qualification process has been undertaken must be notified following evaluation of that stage in the process

8.7 ~~Financial and due diligence checks must be undertaken where the value of the contract is above £10,000.00~~ for all contracts

8.8 ~~Any procurement subject to appropriate EU Regulations.~~ the EU Regulations shall comply in the

9. **ELECTRONIC TENDERING**

9.1 ~~On the 18<sup>th</sup> October 2018, electronic procurement and electronic communications became compulsory for above Threshold procurements. Except in the limited circumstances contained in the Regulations, all communication and information exchange, including electronic submission of tenders, shall be performed used electronic means of communication in accordance with the requirements of the Regulations. Until electronic tendering becomes compulsory, the Authorised Officer following consultation with the Procurement Advisor or Council's Solicitor may authorise:~~

9.2 Except for procurements with a value of £10,000 or below, the procurement shall be carried through the Portal unless otherwise permitted by these Contract Rules or by the Procurement Advisor and the Section 151 Officer. For

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quotes under £10,000 the Portal should

- ~~9.1.1 the transmission of Quotes and Tenders by electronic means;~~
- ~~9.1.2 the carrying out of an electronic auction where satisfied that it is in the interests of the Authority to do so;~~
- ~~9.1.3 the carrying out of the whole tendering process and the award of the contract by electronic means, using the Authority's e-procurement system, where satisfied that it is in the interests of the Authority to do so.~~

## 10. DIVIDING TENDERS INTO LOTS

- 10.1 Authorised Officers may decide to award a contract in the form of separate lots and may determine the size and subject-matter of such lots.
- 10.2 For an above ~~EU-T~~ threshold procurement, If the contract is not split into lots the main reasons for this decision shall be included in the procurement documents and the Regulation 84 Report.
- 10.3 Authorised Officers shall include in the notice and or tender documents whether:
  - 10.3.1 ~~#~~ tenders can be submitted for one, for several or for all of the lots or.
  - 10.3.2 if there is a limit on the numbers of lots that can be tendered for.
- 10.4 Where more than one lot may be awarded to the same tenderer, Awarding Officers may award contracts combining several or all lots where they have specified in the contract notice or in the invitation to tender that they reserve the possibility of doing so and indicate the lots or groups of lots that may be combined.

## 11. SUBMISSION AND OPENING OF TENDERS AND QUOTES INVITATION TO TENDER

- 11.1 Tenders and Quotes shall be submitted in accordance with requirements set out in in the Invitation to Tender or Request for Quote

~~The Invitation To Tender shall state that no Tender will be considered unless it is received by the date and time stipulated in the Invitation To Tender. Subject to Contract Procedure Rule 11.3 below, no Tender delivered in contravention of this Contract Procedure Rule shall be considered.~~

11.2 Tenders and Quotes must be submitted electronically via the Portal and the Authorised Officer shall ensure that the submissions are kept secure and unopened until the specified date and time. The Authorised Officer shall carry out opening of the Tenders and Quotes in accordance with instructions given by the Procurement Adviser.

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11.3 No Tenders or Quotes received after the specified date and time for receipt shall be accepted or considered by the Authority unless the Authorised Officer, after consulting with the Procurement Adviser, the Section 151 Officer and the Authority's Solicitor is satisfied that there is sufficient evidence that either:

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- the Tender or quote was dispatched in sufficient time for it to have for it to have arrived before the closing date and time
- Technical difficulties with the Portal prevented the Tender or Quote from being submitted before the closing date and time

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No Tenders received after the specified date and time for receipt of Tenders shall be accepted or considered by the Authority unless the Authorised Officer, after consulting the Procurement Adviser, s151-Officer and the Legal Adviser, is satisfied that there is sufficient evidence for the Tender having been despatched in sufficient time for it to have arrived before the closing date and time

## **12. SUBMISSION AND OPENING OF TENDERS AND QUOTES**

12.1 Tenders and Quotes shall be submitted in accordance with requirements set out in the Invitation to Tender or Request to Quote as appropriate.

### **Tenders (over £50,000.00)**

12.2 All Tenders received shall be addressed to the Procurement Adviser in a plain sealed envelope endorsed with the words "Tender—Do Not Open" followed by the subject matter to which it relates (but no other name or mark indicating the sender). Tenders shall be kept in a safe place by the Procurement Adviser and remain unopened until the time and date specified for their opening.

12.3 Where tenders are submitted electronically via the Authority's e-procurement system, authorised officers shall ensure that they are kept secure and unopened until the specified date and time.

12.4 Tenders shall be opened by at least one officer nominated by the Budget Holder and the Procurement Adviser or their nominated officer. An immediate record shall be made of the Tenders received including names, amount of tender and the date and time of opening.

### ~~Quotes (over £10,000.00)~~

~~12.5 All quotes received shall be addressed to the Authorised Officer in a plain sealed envelope endorsed with the words "Quote – Do Not Open followed by the subject matter to which it relates (but no other name or mark indicating the sender). Quotes shall be kept in a safe place by the Authorised Officer and remain unopened until the time and date specified for their opening.~~

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~~12.6 Quotes shall be opened by the Authorised Officer who shall keep a note on file of the names, amount of tender and the date and time of opening.~~

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~~If the submission of quotes is electronically under Contract Rule 9.1, the Authorised Officer shall ensure that the quotes are not opened until the time and date specified for their opening.~~

~~12.812.5 No Tenders or Quotes received after the specified date and time for receipt shall be accepted or considered by the Authority unless the Authorised Officer, after consulting the s151 Officer and the Council's Solicitor, is satisfied that there is sufficient evidence for the Tender or Quote having been despatched in sufficient time for it to have arrived before the closing date and time~~

## **12 ARITHMETICAL ERRORS, POST TENDER CLARIFICATION AND ABNORMALLY LOW TENDERS**

12.1 Candidates can only alter their Tenders or Quotes after the date specified for their receipt but before the formal acceptance of the Tender or Quote, where examination by officers of the Tender or Quote reveals arithmetical errors or discrepancies which affect the Tender or Quote figure. The Candidate shall be given details in writing of such errors or discrepancies and afforded an opportunity of confirming, amending or withdrawing their offer in writing.

12.2 in and above Threshold Procurement, ~~EU Procurement~~ the Authority must require tenderers to explain the price of costs proposed in the tender where the tender appears to be abnormally low in relation to the works, supplies or services.

All other post-tender clarifications shall:

12.2.1 only be undertaken following consultation with the Procurement Adviser and the ~~Authority's Council's~~ Solicitor; and

12.2.2 not disclose commercially sensitive information supplied by other Candidates ~~for the contract~~

## **13 TENDER EVALUATION**

- 13.1 Tenders and Quotes shall be evaluated in accordance with the relevant regulations and the award criteria set out in the Invitation to Tender or Request for Quote.
- 13.2 All contracts shall be awarded on the basis of the offer which represents the most economically advantageous, taking into account price and/or quality, to the Authority.
- 13.3 The award criteria shall be predetermined and listed in the Invitation to Tender or Request for Quotation documentation. In addition, the criteria shall be strictly observed at all times throughout the contract award procedure by any officer involved in the tender evaluation.
- 13.4 For all Contracts regardless of value, no person with a personal or financial interest in any of the Contractors submitting a proposal should be involved in any way in influencing the decision as to which Contractor is to be awarded the Contract. A declaration of interest form must be completed by each officer involved in the evaluation process and held on file by the Authorised Officer.
- 13.5 Where Authorised Officers intend to carry out site visits, presentations or interviews as part of the evaluation process, this must be made clear in the invitation to tender and include whether this will be scored separately to the tender submission or used to moderate scores. If scored separately, Candidates must be informed of the evaluation criteria and weighting in the Tender documents.
- 145. AWARDING CONTRACTS ~~(Over £10,000.00)~~**
- 14.1 The Authority shall only accept a tender and award a contract to the Candidate submitting the Most Economically Advantageous Tender/Quote

14.2 Depending on what is being procured and whether or not it is an above Threshold procurement an EU procurement, the Most Economically Advantageous Tender/Quote can be assessed as follows;

- Price (i.e. the lowest bid)
- Cost (where the assessment is based on cost-effectiveness basis such as an asset life-cycle assessment (cost of the asset, maintenance costs, end of life costs)
- Best Price/Quality Ratio. (the award criteria can include quality, including technical merit, aesthetic and functional characteristics, delivery date, delivery process, after-sales service and technical assistance as well as environmental and/or social matters and any other matters relevant to what is being procured.

The award criteria and the scoring methods must be disclosed in the Invitation to Tender/or Request for Quote.

14.3 A contract may only be awarded by an Awarding Officer with the requisite delegated authority to award contracts. Prior to award, the Authorised Officer should ensure that the Budget Holder responsible for the contract has sufficient funds in place to sustain the contract.

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14.4 For contracts with a value of £25,000 or above, regardless of whether the contract award opportunity was advertised, a contract award notice containing the name of the Supplier, the date the contract was entered into and the value of the contract must be published on Contract Finder no later than 90 days after the contract award. If below Threshold, the award notice must state, whether or not the Supplier is a Small and Medium-sized enterprise (SME) or voluntary, community and social enterprise (VCSE)

15.4 ~~Where the contract award opportunity was advertised, a contract award notice containing the name of the Contractor, the date the contract was entered into and the value of the contract must be published on Contract Finder no later than 90 days after contract award. If below EU Threshold include whether or not Contractor is a Small and Medium-sized Enterprise (SME) or voluntary, community and social enterprise (VCSE)~~

15.5 ~~A Contract Award Notice must be published in OJEU where there has been an above EU Threshold Procurement and the relevant standstill period observed. The contract shall not be completed or Purchase Order issued unless the standstill period passes with no challenges. Authorised Officer shall notify the Procurement Adviser and the Council Solicitor immediately following receipt of a challenge.~~

15.6 ~~For contracts over £10,000.00 the purchase order shall not be issued until the formal written contract has been completed.~~



**156. DEBRIEFING**

156.1 The Authorised Officer shall provide a written debriefing to unsuccessful Tenderers as required by the law.

**167. EXECUTION OF CONTRACTS**

167.1 All contracts not exceeding ~~£25,000~~~~£10,000.00~~ shall be signed by the relevant Budget Holder, unless the ~~Authority's Council's~~ Solicitor requires that the contract be sealed.

167.2 All contracts exceeding ~~£25,000~~~~£10,000.00~~ but not exceeding £50,000.00 shall be signed by the ~~Authority's Council's~~ Solicitor unless the ~~Authority's Council's~~ Solicitor requires that the contract be sealed.

167.3 All contracts exceeding £50,000.00 shall be executed as a deed by the ~~Authority's Council's~~ Solicitor and the common seal affixed to the contract unless the Authority's considers it more expedient to sign the contract.

~~16.16.4~~ Electronic signatures may only be permitted as a method of executing contracts with prior consent of the Section 151 officer having first obtained advice from the Authority's Solicitor.

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**RECORDS OF QUOTES TENDERS AND CONTRACTS**

178.1 The Procurement Adviser shall maintain a list of all Tenders and Quotes over £25,000 received. For procurements not exceeding £25,000, the Authorised Officer is responsible for keeping records of Tenders and Quotes received in such form as required by the Procurement Adviser.

178.2 All contracts with a value of £25,000 and above shall be kept by the Authority's Solicitor and a copy shall be sent to the Procurement Adviser.

~~A Contracts Register of all contracts awarded over £5,000.00 shall be maintained by the Authority~~

178.3 All contracts below that value shall be kept securely by the Budget Holder in accordance with the Authority's retention policy and a copy sent to the Procurement Adviser.

~~All contracts over £10,000.00 shall be kept by the Council's Solicitor~~

**189. BONDS AND PARENT COMPANY GUARANTEES**

~~189.1~~ Bonds or Parent Company Guarantee will be required on all works contracts above £1,000,000.00 or for a contract of a lesser value if considered appropriate by the Section 151 Officer following consultation with the ~~Authority's Council's~~ Solicitor

~~189.2~~ Bonds or Parent Company Guarantee may be required for any contract if considered appropriate by Section 151 Officer following consultation with the ~~Authority's Council's~~ Solicitor

~~189.3~~ Bonds shall be a minimum of 10% of the contract value.

#### ~~1920.~~ **EMBEDDED LEASES & EMBEDDED DERIVATIVES**

~~1920.1~~ Prior to the award of a contract the Authorised Officer must notify the S151 officer where under the contract:

~~1920.1.1~~ the Authority will have use or control of or will be paying for the use of a specific asset or group of assets; or

~~1920.1.2.~~ contains a clause that caps the price the Authority has to pay for supplies or services or there is floor price on the price the Authority has to pay for supplies or services; or

~~20.1.3~~ ~~19.1.3~~ the prices the Authority has to pay under the contract, increase by more than 2 times RPI; or

~~20.1.4~~ ~~19.1.4~~ the prices the Authority has to pay, increase by some other form of Indices or commodity price.

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#### ~~SECTION 45:~~ **SPECIFIC TYPES OF TENDERING**

#### ~~204.~~ **FRAMEWORK AGREEMENTS**

#### ~~204.1~~ **FRAMEWORK AGREEMENTS AND DYNAMIC PURCHASING SYSTEMS SET UP BY OTHER CONTRACTING AUTHORITIES**

~~204.2~~ External Framework Agreements and Dynamic Purchasing Systems (DPS), where the Authority is named or identified as part of a class of permitted users, can be used where the Authority wishes to contract for the sourcing of supplies, services or works without conducting a new procurement exercise.

~~204.3~~ The Framework Agreement and DPS may include within its terms a requirement for a mini competitive exercise between some or all of those Suppliers who are parties to the Framework Agreements and can provide the goods/services being tendered. Other Framework Agreements and DPS may allow for a direct award or the choice of either direct award or mini completion. Any Call-Off from a Framework Agreement shall be tendered in accordance with the procedure set out in the Framework Agreement or DPS.

204.4 The approval of the Procurement Adviser or Council's Solicitor shall be sought before signing up to a new Framework Agreement or DPS.

204.5 A Call-Off contract as set out in the Framework Agreement or DPS will need to be entered into. If no pre agreed contract is provided for a contract approved by the Council's Solicitor, shall be entered into.

#### **FRAMEWORK AGREEMENTS SET UP BY THE AUTHORITY**

204.6 The Authority may carry out procurement exercises to set up Framework Agreements or DPS to allow it to choose ~~contractors or~~ Suppliers who meet its pre-qualification requirements. The Authority can then Call-Off Suppliers from the Framework Agreement or the DPS without having to carry out a further procurement exercise. This could be useful where the Authority has need to call on Contracts urgently or often. The Authority could also set up a framework agreement for itself and other local authorities to use in order to make efficiency savings.

204.7 Once a Framework Agreement or DPS is established, Quotes and Tenders for contracts may be invited from Suppliers included on Framework Agreement up to the limit stated in the Framework or DPS.

204.8 The Authority will need to carry out a procurement exercise to select the Suppliers to include on the Framework Agreement or DPS. This procurement will need to be advertised in accordance with these Contract Rules. The Contract Value is to be determined by the anticipated level of spend per Framework Agreement or DPS.

#### **PUBLISHING THE AWARD OF CALL-OFF CONTRACTS UNDER ALL FRAMEWORK AGREEMENTS**

204.10 The call off of a contract under a framework with a value of £25,000.00 or over shall be published on Contract Finder

#### **212. DRAW DOWN AGREEMENTS**

212.1 Authorised Officers may award Draw Down Agreements to individual suppliers where services, supplies or works are required on an ad hoc basis. E.g. JCT measured terms agreements. More than one Draw Down Agreement may be awarded to different Suppliers for the same services supplies or works.

212.2 Authorised Officer shall carry a procurement process for the award of the Draw Down Agreement in accordance with these contract rules

**223. COLLABORATIONS AND JOINT PROCUREMENT**

223.1 The Authorised Officer may participate in any collaborative or joint procurement arrangements with other Local Authorities or public bodies including membership or use of a Purchasing Consortia subject to the prior approval of the relevant Director and Procurement Adviser.

**234. PROCUREMENT BY CONSULTANTS**

234.1 Any consultants used by the Authority shall be appointed in accordance with these Contract Rules. The Authorised Officer shall ensure that the consultant's performance is monitored.

234.2 Where the Authority uses consultants to act on its behalf in relation to any procurement, then the Authorised Officer shall ensure that the consultant carries out any procurement in accordance with these Contract Rules.

234.3 Consultants may advise the Authorised Officer as to the most suitable candidate. The Authorised Officer can use the advice given by the Consultant to make their recommendation to the Awarding Officer.

234.4 No Consultant shall make any decision on whether to award a contract or who a contract should be awarded to. This decisions rests with the Awarding Officer who should sign the Tender Acceptance Form

**245. NOMINATED AND NAMED SUB-CONTRACTORS**

245.1 Tenders for sub-contracts to be performed or goods and materials to be supplied by nominated suppliers shall be dealt with in accordance with the provisions of these Contract Procedure Rules

**SECTION 56**

**CONTRACT MANAGEMENT AND AMENDMENTS TO CONTRACTS DURING THEIR TERM**

**2526. AMENDMENTS TO CONTRACTS**

**Above Threshold Contracts**

256.1 An above Threshold Contract, Framework Agreement or DPS can only be changed if permitted by the Regulations. Advice must be sought from the Authority's Solicitor before making any changes to an above Threshold Contract or Frameowrk Agreement

~~A contract may be changed in any of the following circumstances:~~

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~~a) The contract contains a clear review or option clause which specifies the conditions as to when an amendment can be made. The scope and the nature of the change and the overall nature of the contract must not change~~

~~b) Additional works, services or goods that have become necessary and a change of supplier would not be practicable for economic or technical reasons or would involve substantial inconvenience/duplicate cost (limited to 50% of original contract price).~~

~~c) the need for change could not have been foreseen by a diligent contracting authority; and~~

- ~~• the changes do not affect the overall nature of the contract; and~~
- ~~• any increase in price does not exceed 50% of the price of the original contract.~~

~~d) where a new contractor replaces the one to which the contracting authority had initially awarded the contract as a consequence of~~

- ~~(i) an unequivocal review clause or option in conformity with Rule 26(1) (a), or,~~

~~(ii) universal or partial succession into the position of the initial contractor, following corporate restructuring, including takeover, merger, acquisition or insolvency, of another economic operator that fulfils the criteria for qualitative selection initially established, provided that this does not involve other substantial changes to the contract and is not aimed at circumventing the application of the EU Regulations~~

~~e) The changes, irrespective of their value, are not Substantial (see the Definitions section for the definition of Substantial)~~

~~e) It is a change that does not affect the overall nature of the contract or Framework Agreement and the value of the change does not exceed~~

- ~~• The relevant EU Threshold  
10% (goods and/or services) 15% (works) of the initial value of the contract.~~

**Below Threshold Contracts**

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~~265-2~~ In limited circumstances and having regard to the Regulations and advice from the Authority's solicitor, the Awarding Officers may authorise changes to be made to contracts below Threshold Contracts.

~~Where successive changes are made, the value shall be the net value of the successive changes.~~

~~26.3~~ ~~Where changes to a contract have been made under Contract Rule 26.1 b) or c) above and the initial contract value exceeded the EU Threshold, a modification of contract notice shall be published in the OJEU~~

## ~~267.~~ **CONTRACT MANAGEMENT**

27.1 Authorised Officers need to actively monitor and manage a Suppliers ~~Contractor's~~ performance throughout the contract life to ensure milestones, KPI's, deliverables and outcomes are achieved and risks and, where appropriate, business continuity is managed as detailed in the tender and Contract documentation. Management data needs to be published in accordance with the Government's Transparency Code.

27.2 Plans should be made well in advance to re-procure the contract (if applicable) in line with the Commissioning and Procurement User Guide and ~~A~~ an exit strategy included in the tender and procurement documentation and the contract.

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## DEFINITIONS

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<b><u>Advertised</u></b>	<u>As defined in Regulation 110 of the Public Contracts Regulations 2015. "An opportunity is advertised if the Authority does anything to put the opportunity in the public domain or bring the opportunity to the attention of economic operators generally or to any class or description of economic operators which is potentially open-ended, with a view to receiving responses from economic operators who wish to be considered for the award of the contract"</u>
<b>Authorised Officer</b>	An officer who is authorised to undertake the procurement in question and who has received corporate training on these Contract Rules.
<b><u>Authority's Solicitor</u></b>	<u>Means the senior legal adviser for the Authority</u>
<b>Awarding Officer</b>	The officer with the delegated authority to award the contract
<b>Best Value for Money</b>	The best solution for the Authority taking into account price, quality and deliverability.
<b>Bond</b>	An insurance policy: if the Contractor does not do what it has promised under a contract with the Authority, the Authority can claim from the insurer the sum, of money specified in the bond (often 10% of the contract value). A bond is intended to protect the Authority against a level of cost arising from the Contractor's failure.
<b>Budget holder</b>	The officer responsible for the budget for the relevant procurement
<b>Candidate</b>	Any person who asks or is invited to submit a Quote or Tender.
<b>Call-Off Contract</b>	Means a contract awarded to a supplier under a Framework Agreement
<b><u>Concessions Contracts</u></b>	<u>an agreement where Suppliers are given the right to exploit works or services provided for their own gain.</u>
<b>Consultant</b>	Someone appointed (but not under a contract of employment) for a specific length of time to work to a defined project brief with clear outcomes to be delivered, who brings specialist skills or knowledge to the role.
<b>Contracting Authorities</b>	Bodies which are subject to the EU Regulations.
<b><u>Contractor</u></b>	<u>any person, company or supplier who has been awarded a contract in accordance with these contract rules.</u>
<b><u>Council's Solicitor</u></b>	<u>Means the senior legal Adviser for the Authority</u>

<b>Director</b>	Means the chief officers for the Authority, director or the Council's Solicitor
<b>Draw down contract</b>	A contract with a single supplier where goods, services or works are requested on an ad hoc basis
<b><u>Dynamic Purchasing System (DPS)</u></b>	<u>A DPS is a procedure available to purchase commonly used goods, works or services. It is similar to a Framework Agreement but suppliers can join at any time</u>
<b><u>EU Regulations</u></b>	<del>The UK regulations implementing the EC public procurement directives.</del>
<b><u>EU Threshold</u></b>	<del>Means the values set by the European Commission which determine whether a procurement has to be carried out in</del>
<b><u>Find a Tender</u></b>	<u>Where notices for all above Threshold procurements opportunities and contract awards must be placed</u>
<b>Framework Agreement</b>	An agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.
<b>Head of Paid Service</b>	Means the officer designated as head of paid for the Authority under section 4 of the Local Government and Housing Act 1989
<b>Invitation to Tender (ITT)</b>	Invitation to tender documents in the form required by these Contract Rules.
<b>Most Economically Advantageous Tender</b>	The most economically advantageous tender will be evaluated on the basis of either <ul style="list-style-type: none"> <li>• Price (i.e. the lowest price)</li> <li>• Cost (on the basis of a cost-effectiveness approach e.g. life-cycle costing)</li> <li>• Best price/quality ratio</li> </ul>
<b><u>OJEU</u></b>	<del>Official Journal of the European Union — where notices for all above EU Threshold procurements opportunities and contract awards must be placed.</del>
<b>Parent Company Guarantee</b>	A contract which binds the parent of a subsidiary company as follows: if the subsidiary company fails to do what it has promised under a contract with the Authority, the Authority can require the company to do so instead.
<b>Procurement Adviser</b>	The procurement officer for the Authority
<b><u>Procurement Contract Regulations (PCR15)</u></b>	<u>The UK regulations implementing the public procurement directives</u>
<b>Quote</b>	A quotation of price and any other relevant matter (without the formal issue of an Invitation to Tender).

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<b>Regulation 84 Report</b>	Means the report about the procurement required to be compiled under Regulation 84 of the Public Contracts Regulations 2015
<b>Substantial</b>	<p>In relation to a change to an existing contract of framework agreement means where one of the following conditions is met:-</p> <p>(a) the change renders the contract or the framework agreement materially different in character from the one initially concluded; .</p> <p>(b) the modification introduces conditions which, had they been part of the initial procurement procedure, would have— .</p> <p>(i) allowed for the admission of other candidates than those initially selected, .</p> <p>(ii) allowed for the acceptance of a tender other than that originally accepted, or .</p> <p>(iii) attracted additional participants in the procurement procedure; .</p> <p>(c) the modification changes the economic balance of the contract or the framework agreement in favour of the contractor in a manner which was not provided for in the initial contract or framework agreement; .</p> <p>(d) the modification extends the scope of the contract or framework agreement considerably; .</p> <p>(e) a new contractor replaces the one to which the contracting authority had initially awarded the contract in cases other than those provided for in Rule 28(1)(d).</p>
<b>Supplier</b>	A person or body of persons providing, or seeking to provide, supplies, services or works to the Authority.
<b>Tender</b>	A Candidate's proposal submitted in response to an Invitation to Tender.
<b><u>Threshold</u></b>	<u>Means the values set out in the Public Contract Regulations which determine if a procurement needs to be carried in accordance with the Public Contract Regulations</u>

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## Contract Rules

## CONTENTS

- Section 1 – General Compliance and Scope
- 1. Compliance
- 2. Scope
- Section 2 – Common Requirements
- 3. Calculation of Contract Values
- 4. Authorised Officers and their responsibilities
- 5. Contract Values
- 6. Waivers
- Section 3 – Quotation and Tendering Process
- 7. Advertising
- 8. Suitability assessment and Pre-Qualification
- 9. Electronic Tendering
- 10. Dividing into Lots
- 11. Submission and Opening of Tenders and Quotes
- 12. Arithmetical Errors and Post Tender Clarification
- 13. Evaluation
- 14. Awarding Contracts
- 15. Debrief
- Section 4 – Contract Formalities
- 16. Execution of contracts
- 17. Records of Quotes, Tenders and contracts
- 18. Bonds and Parent Company Guarantees
- 19. Embedded Leases and Embedded Derivatives
- Section 5 – Specific Types of Tendering
- 20. Framework Agreements and Dynamic Purchasing Systems
- 21. Draw Down Agreements
- 22. Collaborations and joint working
- 23. Procurement by Consultants
- 24. Nominated and Named Sub-Contractors
- 25. Amendments to Contracts
- 26. Contract management
  
- Definitions

## **CONTRACT RULES**

### **SECTION 1: GENERAL COMPLIANCE AND SCOPE**

#### **1. COMPLIANCE**

- 1.1 Every contract entered into by the Authority shall be entered into pursuant to or in connection with the Authority's functions and shall comply with:
- 1.1.1 All relevant statutory provisions including codes and statutory guidance e.g. Local Government Transparency Code
  - 1.1.2 The relevant Public Contract Regulations and any amendments to those Regulations from time to time and, whilst they continue to have a direct effect in UK law, any public procurement directives implemented by the UK Regulations;
  - 1.1.3 The Authority's Constitution including these Contract Rules, the Authority's Financial Rules and Scheme of Delegation;
  - 1.1.4 The Authority's strategic objectives, Procurement Strategy, Procurement Code (which includes template documentation) and Climate Emergency policies.
- 1.2. The policy of the Authority, and the objective of these Contract Rules, is to ensure that all works, goods and services:
- 1.2.1 Are obtained with probity and propriety to ensure the proper expenditure of public funds;
  - 1.2.2 Are appropriate for the purpose for which they are obtained;
  - 1.2.3 Ensure Best Value for Money.

#### **2. SCOPE**

- 2.1 These Contract Rules apply to any arrangement made by, or on behalf of, the Authority for the carrying out of works , the provision of services or the supply of goods
- 2.2. These Contract Rules do not apply to:
- 2.2.1 contracts of employment which make an individual a direct employee of the Authority;
  - 2.2.2 the acquisition, disposal, or transfer of land (except where services or works are required by the Authority as part of the land transaction) e.g. development agreements

- 2.2.3 contracts relating to the placement of deposits or raising of loans under the treasury management strategy;
- 2.2.4 purchases made at public auction.
- 2.2.5 the giving of grants

## **SECTION 2: COMMON REQUIREMENTS**

### **3. CALCULATION OF CONTRACT VALUES**

- 3.1 Unless otherwise stated, the calculation of the estimated value of a procurement shall be based on the total amount payable in pounds sterling, net of VAT, as estimated by the Authority over the entire contract period, including any proposed extension to the initial contract period.
- 3.2 The estimated value is to be calculated as at the date, the contract is first advertised or the Candidates are contacted, whichever occurs first.
- 3.3 Contracts should be for a fixed term, but where this is not possible (e.g. hire Agreements) the contract value should be calculated by multiplying the monthly value by 48.
- 3.3 Contracts must not be artificially under, over-estimated, or divided into two or more separate contracts where the effect is to avoid the application of these Contract Rules or the Regulations.

### **4. AUTHORISED OFFICERS AND THEIR RESPONSIBILITIES**

- 4.1 Authorised Officers are persons responsible for carrying out the procurement in question and who have received corporate training on these Contract Rules, the Regulations and the Procurement Code.
- 4.2 The Authorised Officer must proceed with the procurement in a manner commensurate with its complexity and value, by:
  - 4.2.1 appraising the need for the expenditure and its priority;
  - 4.2.2 defining the objectives of the procurement;
  - 4.2.3 assessing the risks associated with the procurement and how to manage them;
  - 4.2.4 considering what procurement method is most likely to achieve the purchasing objectives, including internal or external sourcing, partnering, packaging strategy and collaborative procurement arrangements with another local authority, government department, statutory undertaker or public service purchasing consortium and frameworks;

- 4.2.5 consulting users as appropriate about the proposed procurement method, contract standards and performance and user satisfaction monitoring;
- 4.2.6 Checking to see if a corporate contract already exists. e.g. stationery contract.
- 4.2.7 Where the procurement involves a potential change to services provided by the Authority the Authorised Officer ensuring compliance with
- the Authority's duty to consult under Section 3 Local Government Act 1999
  - the Authority's duties under the Equality Act 2010.
  - The Public Social Value Act 2012 for contracts for services over the Procurement threshold to ensure how the procurement might improve the economic, social and environmental well-being of the geographical area the Authority serves
- 4.2.8 Ensuring the Budget Holder has sufficient budget to sustain the contract for the life of the contract.
- 4.2.9 for Quotes with a value of £25,000 or less attaching the relevant standard terms and conditions to the purchase order or otherwise draw the attention of the Supplier to these standard terms and conditions;
- 4.2.10 for Tenders with a value above £25,000, instructing the Council's Solicitor in writing to draft or approve the formal written contract terms and conditions that are to apply to the proposed contract;
- 4.2.11 ensuring that a purchase order is raised for the contract.
- 4.3 Where any procurement that may result in any employee either of the Authority or of a service provider being affected by any transfer arrangements, Authorised Officers must ensure that the application of the Transfer of Undertaking Protection of Employment Regulations 2006 (TUPE) is considered and obtain legal advice before proceeding with inviting Tenders or Quotes.
- 4.4 Any procurement that is:
- over the Threshold and TUPE applies or
  - is over budget

shall be referred to the Cabinet for decision, unless otherwise stated elsewhere in the Authority's Constitution

**5. CONTRACT VALUES**

5.1 Where the total value for a purchase is within the values in the first column below, unless the Holder procures via a compliant Framework Agreement, Draw Down Agreement or Dynamic Purchasing System the award procedure in the second column must be followed:

<b>Estimated Total Contract Value</b>	<b>Contract Letting Requirements &amp; Forms of Contract</b>
£10,000 and below	<p>The Budget Holder can purchase from the source that offers the Best Value for Money to the Authority.</p> <p>This could be demonstrated by the obtaining of two written Quotes, where possible and via the Procurement Portal where appropriate</p> <p>Contracts shall be by purchase order with the relevant standard terms and conditions attached or otherwise drawn to the attention of the Supplier.</p>



<p>Above £25,000 to Threshold</p>	<p>A full competitive procurement shall be undertaken through the Portal using an Invitation to Tender.</p> <p>The opportunity must be advertised on Contract Finder (within 24 hours of any other adverts appearing) (and/or other public advertisement as determined by the Authorised Officer) together with unrestricted and full direct internet access to relevant contract documents.</p> <p>A pre-qualification stage is not permitted except for procurements of works contracts above the Threshold for supplies and services. A PAS91 pre-qualification questionnaire must be used.</p> <p>A formal written contract prepared or approved by the Authority Solicitor must be used</p> <p>If the lowest Tender received exceeds the relevant Threshold then the contract shall not be awarded. A new procurement will be required which must be carried out in accordance with the Threshold and Above procedure</p>
<p>Threshold and Above</p>	<p>A full competitive procurement shall be undertaken through the portal using an Invitation to Tender</p> <p>Procurement opportunities shall be advertised</p> <ul style="list-style-type: none"> <li>• Either in the Find a Tender Service as required by law;</li> <li>• On Contract Finder within the time limit specified in the Regulations.</li> </ul> <p>The Procurement Advisor, in consultation with the Authority's Solicitor, shall advise on the most appropriate procurement procedure to be used when conducting a procurement. The Regulations set out the permitted procurement procedures; the two most common procedures are:</p> <ul style="list-style-type: none"> <li>• Open Procedure – a one stage process where anyone can submit a tender</li> <li>• Restricted Procedure – a two-stage process where a Selection Questionnaire is used to shortlist Candidates who are then invited to submit a tender.</li> </ul> <p>The following procedures can only be used in certain circumstances. See the Procurement Code</p>

	<p>for further detail.</p> <ul style="list-style-type: none"> <li>• <b>Innovation Partnership;</b> This may be used when the Authority is seeking innovative ideas where solutions are not already available on the market and there is an intention to include both the development of the outcome and its subsequent purchase (subject to meeting agreed performance levels and maximum costs) in the procurement.</li> </ul> <p>A structured partnership will be established for the development of an innovative product, service or works and the subsequent purchase of the resulting supplies, services or works, provided that they correspond to the agreed performance levels and costs.</p> <ul style="list-style-type: none"> <li>• <b>Competitive dialogue</b> This can be used where either of the following apply: <ul style="list-style-type: none"> <li>• the need of the Authority cannot be met without adaption of the readily available solutions;</li> <li>• they include design or innovative solutions;</li> <li>• specific circumstances relaxed to the nature, the complexity or the legal and financial makeup or because of the risks attaching to them;</li> <li>• the technical specifications cannot be established with sufficient precision with reference to a standard UK Technical Assessment, common technical specification or technical reference;</li> <li>• where, in response to an open or a restricted procedure, only irregular or unacceptable tenders were submitted, provided that the Authority includes in the procedure all of, and only, the Candidates that meet certain criteria and submitted tenders in accordance with the formal requirements of the failed procedure</li> </ul> </li> <li>• <b>Competitive Procedure with negotiation</b> This procedure can be used for the same reasons as competitive dialogue. With this procedure, the Authority can negotiate with</li> </ul>
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	<p>Candidates who have submitted tenders to seek improved offers.</p> <p>A formal written contract prepared or approved by the Authority's Solicitor must be used.</p> <ul style="list-style-type: none"> <li>• <b>Light Touch Regime</b></li> </ul> <p>Contracts involving the following goods and services are subject to a 'light touch' regime if the value of the contract is below the prescribed threshold contained in the prescribed Threshold:</p> <ul style="list-style-type: none"> <li>• Health, social and related services</li> <li>• Administrative social, educational, healthcare and cultural services</li> <li>• Compulsory social security services</li> <li>• Benefit services</li> <li>• Other community, social and personal services including services furnished by trade unions, political organisations, youth associations and other membership organisation services</li> <li>• Legal services</li> <li>• Other administrative services and government services</li> <li>• Provision of services to the community</li> <li>• Prison related services, public security and rescue services</li> <li>• Investigation and security services</li> <li>• International services</li> <li>• Postal services</li> <li>• Miscellaneous services listed in schedule 3 of the Public Contract Regulation 2015</li> </ul> <p>Advice must be sought from the Procurement Adviser before undertaking a light touch regime procurement.</p> <p>A formal written contract prepared/approved by the Authority's Solicitor must be utilised.</p>
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<p>Concessions</p>	<p>A concession contract is an agreement where Suppliers are given the right to exploit works or services provided for their own gain. Suppliers can either receive consideration for their services solely through third party sources or partly through payment from the contracting authority along with income received from third parties e.g. a services concession is where a supplier has a contract to manage an Authority's catering services for its staff. The Authority does not pay the Supplier to run the services and its income is solely through the staff using the facilities. The risk in the concession making a profit is with the Supplier and not the Authority.</p> <p>A formal written contract prepared/approved by the Authority's Solicitor must be utilised</p>
<p>Disposal of assets (other than land)</p>	<p>Where the Authority is selling or disposing of assets without the provision of services then the Authority's obligation is to achieve the best value for the items. This could be achieved by obtaining quotes or conducting a full tender depending upon the items being disposed of. Any disposal must be in accordance with the Authority's Finance Rules.</p>
<p>Disposal of Land</p>	<p>These contract rules apply where the Authority is disposing of or acquiring land and there is an element of services or works required by the Authority as part of the transfer (E.g. regeneration projects)</p>

## 6. WAIVERS

6.1 Subject to the written approvals referred to in Contract Rule 6.2 below, waivers of any of these Contract Rules shall only be given in the following exceptional circumstances:-

6.1.1 Where the supplies, works or services are of a unique or specialised nature or are identical or similar to or compatible with an existing provision so as to render only one or two sources of supply appropriate, including:

- an upgrade or
- where the contract concerns, wholly or mainly, repairs to or the supply of parts for existing proprietary machinery, plant or equipment and the repairs to or the supply of parts cannot be carried out practicably by alternative Suppliers

or

6.1.2 The goods or materials to be purchased are proprietary articles or are sold only at fixed prices; or

6.1.3 The price of services, or supplies to be purchased is controlled by trade organisations, or if for other reasons there would be no genuine competition; or

6.1.4 Where in the opinion of the Authorised Officer in consultation with the s151 Officer and the Authority's Solicitor considers that the services to be provided or the work to be executed or the goods or materials to be purchased are urgent; (subject to the action being reported to the next Cabinet Meeting) or

6.1.5 Specialist consultants, solicitor, barrister, agents, artist or professional advisers are required and:

- There is no satisfactory alternative; or
- Evidence indicates that there is likely to be no genuine competition; or
- It is, in the opinion of the Authorised Officer, in the Authority's best interest to engage a particular consultant, solicitor, barrister, agent, artist or adviser;

or

6.1.6 Where the Authority is purchasing a property, or is taking a service back in-house, which has associated contracts and in the opinion of the Authorised Officer it is in the Authority's best interests to acquire those contracts; or

6.1.7 The works to be executed or the goods or materials to be purchased can only be carried out or supplied by a statutory body.

6.2 These Contract Rules cannot be waived for the procurements above the prescribed relevant Threshold.

Where it is possible to waive these Contract Rules, any such waiver must be agreed by:

6.2.1 Cabinet for contracts above £100,000.00 or the Chief Executive in consultation with the Leader of the Authority, the Section 151 Officer and the Authority's Solicitor if the matter requires an urgent decision and a meeting of the Cabinet cannot be called; or

6.2.2 The Budget Holder (if authority has been delegated to them in accordance with the Constitution) , in consultation with the Section 151 Officer and the Authority's Solicitor if the contract does not exceed £100,000.00

6.3 A record of the decision and the reasons for it shall be kept and the wavier itself shall be sent to Procurement.

### **SECTION 3: QUOTATION AND TENDERING PROCESS**

#### **7. ADVERTISING (above £25,000)**

7.1 Adverts shall include as a minimum:

- Date and time response to be received by the Authority
- How and to whom the Supplier must respond
- Any requirements for participating in the procurement

7.2 Where adverts are placed on Contract Finder, unrestricted and full direct internet access to relevant contract documents shall be available on the Authority's website and the Authority's Procurement portal free of charge when the advert is placed.

7.3 Opportunities with a value over the relevant Threshold must also be advertised on the Find a Tender website by submitting a Contract Notice using the Authority's Procurement portal

#### **8. SUITABILITY ASSESSMENT (under threshold) AND PRE-QUALIFICATION (above threshold only)**

8.1 Authorised Officers are responsible for ensuring that all Candidates for a Contract are suitably assessed. Financial and due diligence checks must be undertaken for all contracts where the value of the contract is above £10,000

#### **Under Threshold**

8.2 As part of the tender or quotation process Authorised Officer shall establish that the potential Candidates meet minimum requirements or minimum standards of :

- Suitability.
- Capability.
- Legal status; and
- Financial standing
- 

8.3 The assessment questions must be

- relevant to the subject matter of the procurement and
- proportionate

8.4 For works contracts above the lower Threshold (supply and services Level) a pre-Qualification Questionnaire (PQQ) stage is permitted. Officers must use PAS91 or such other required template required by law or by the Government.

#### 8.5 **Above Threshold**

Procurements above the Threshold can use a Pre-Qualification stage. Officers must use the Selection Questionnaire form issued by the Government or for works contract form, PAS91 or such other templates as required by law or by the Government.

Any deviations from the standard form must be reported to the Cabinet Office. Changes to the form are not permitted without the consent of the Procurement Advisor, Section 151 Officer and the Authority's solicitor

8.6 Any Candidate eliminated from a procurement where a pre-qualification process has been undertaken must be notified following evaluation of that stage in the process.

### 9. **ELECTRONIC TENDERING**

### 10. **DIVIDING TENDERS INTO LOTS**

10.1 Authorised Officers may decide to award a contract in the form of separate lots and may determine the size and subject matter of such lots.

10.2 For an above Threshold procurement, If the contract is not split into lots the main reasons for this decision shall be included in the procurement documents and the Regulation 84 Report.

10.3 Authorised Officers shall include in the notice and or tender documents whether:

10.3.1 tenders can be submitted for one, for several or for all of the lots or

10.3.2 if there is a limit on the numbers of lots that can be tendered for.

10.4 Where more than one lot may be awarded to the same tenderer, Awarding Officers may award contracts combining several or all lots where they have specified in the contract notice or in the invitation to tender that they reserve the possibility of doing so and indicate the lots or groups of lots that may be combined.

## **11. SUBMISSION AND OPENING OF TENDERS AND QUOTES**

11.1 Tenders and Quotes shall be submitted in accordance with requirements set out in in the Invitation to Tender or Request for Quote

11.2 Tenders and Quotes must be submitted electronically via the Portal, where appropriate, and the Authorised Officer shall ensure that the submissions are kept secure and unopened until the specified date and time. The Authorised Officer shall carry out opening of the Tenders and Quotes in accordance with instructions given by the Procurement Adviser.

11.3 No Tenders or Quotes received after the specified date and time for receipt shall be accepted or considered by the Authority unless the Authorised Officer, after consulting with the Procurement Adviser, the Section 151 Officer and the Monitoring Officer is satisfied that there is sufficient evidence that either;

- the Tender or quote was dispatched in sufficient time for it to have arrived before the closing date and time
- Technical difficulties with the Portal prevented the Tender or
- Quote from being submitted before the closing date and time



**12 ARITHMETICAL ERRORS, POST TENDER CLARIFICATION AND ABNORMALLY LOW TENDERS**

12.1 Candidates can only alter their Tenders or Quotes after the date specified for their receipt but before the formal acceptance of the Tender or Quote, where examination by officers of the Tender or Quote reveals arithmetical errors or discrepancies, which affect the Tender or Quote figure. The Candidate shall be given details in writing of such errors or discrepancies and afforded an opportunity of confirming, amending or withdrawing their offer in writing.

12.2 In and above Threshold Procurement, the Authority must require tenderers to explain the price of costs proposed in the tender where the tender appears to be abnormally low in relation to the works, supplies or services.

All other post-tender clarifications shall:

12.2.1 only be undertaken following consultation with the Procurement Adviser and the Monitoring Officer; and

12.2.2 not disclose commercially sensitive information supplied by other Candidates

**13 EVALUATION**

13.1 Tenders and Quotes shall be evaluated in accordance with the relevant regulations and the award criteria set out in the Invitation to Tender or Request for Quote.

13.2 All contracts shall be awarded based on the offer, which represents the most economically advantageous, taking into account price and/or quality, to the Authority.

13.3 The award criteria shall be predetermined and listed in the Invitation to Tender or Request for Quotation documentation. In addition, the criteria shall be strictly observed at all times throughout the contract award procedure by any officer involved in the tender evaluation.

13.4 For all Contracts regardless of value, no person with a personal or financial interest in any of the Contractors submitting a proposal should be involved in any way in influencing the decision as to which Contractor is to be awarded the Contract. Each officer involved in the evaluation must complete a declaration of interest form and held on file by the Authorised Officer

13.5 Where Authorised Officers intend to carry out site visits, presentations or interviews as part of the evaluation process, this must be made clear in the Invitation to Tender or Request for Quote and include confirmation whether this will be scored separately to the tender submission or used to moderate scores. If scored separately, Candidates must be informed of the evaluation criteria and weighting in the Tender documents.

#### **14. AWARDING CONTRACTS**

14.1 The Authority shall only accept a tender and award a contract to the Candidate submitting the Most Economically Advantageous Tender/Quote

14.2 Depending on what is being procured and whether or not it is an above Threshold procurement, the Most Economically Advantageous Tender/Quote can be assessed as follows;

- Price (i.e. the lowest bid).
- Cost (where the assessment is based on cost-effectiveness basis such as an asset life-cycle assessment (cost of the asset, maintenance costs, end of life costs).
- Best Price/Quality Ratio. (the award criteria can include quality, including technical merit, aesthetic and functional characteristics, delivery date, delivery process, after-sales service and technical assistance as well as environmental and/or social matters and any other matters relevant to what is being procured.

The award criteria and the scoring methods must be disclosed in the Invitation to Tender or Request for Quote.

14.3 A contract may only be awarded by an Awarding Officer with the requisite Delegated authority to award contracts. Prior to award, the Authorised Officer should ensure the Budget Holder responsible for the contract has sufficient funds in place to sustain the contract.

14.4 For contracts with a value of £25,000 or above, regardless of whether the contract award opportunity was advertised, a contract award notice containing the name of the Supplier, the date the contract was entered into and the value of the contract must be published on Contract Finder no later than 90 days after the contract award. If below Threshold, the award notice must state, whether or not the Supplier is a Small and Medium-sized enterprise (SME) or voluntary, community and social enterprise (VCSE)

15. **DEBRIEFING**

15.1 The Authorised Officer shall provide a written debriefing to unsuccessful Tenderers as required by the law.

16. **EXECUTION OF CONTRACTS**

16.1 All contracts not exceeding £25,000 shall be signed by the relevant Budget Holder, unless the Authority's Solicitor requires the contract to be sealed.

16.2 All contracts exceeding £25,000 but not exceeding £50,000 shall be signed by the Authority's Solicitor unless the Authority's Solicitor requires that the contract be sealed.

16.3 All contracts exceeding £50,000.00 shall be executed as a deed by the Authority's Solicitor and the common seal affixed to the contract unless the Authority's Solicitor considers it more expedient to sign the contract.

16.4 Electronic signatures may only be permitted as a method of executing contracts with prior consent of the Section 151 officer having first obtained advice from the Authority's Solicitor

17 **RECORDS OF QUOTES TENDERS AND CONTRACTS**

17.1 The Procurement Adviser shall maintain a list of all Tenders and Quotes over £25,000 received. For procurements not exceeding £25,000, the Authorised Officer is responsible for keeping records of Tenders and Quotes received in such form as required by the Procurement Adviser.

17.2 All contracts with a value of £25,000 and above shall be kept by the Authority's Solicitor and a copy shall be sent to the Procurement Adviser.

17.3 All contracts below that value shall be kept securely by the Budget Holder in accordance with the Authority's retention policy and a copy sent to the Procurement Adviser.

18                    **BONDS AND PARENT COMPANY GUARANTEES**

18.1                Bonds or Parent Company Guarantee will be required on all works contracts above £1,000,000.00 or for a contract of a lesser value if considered appropriate by the Section 151 Officer following consultation with the Authority's Solicitor.

18.2                Bonds or Parent Company Guarantee may be required for any contract if considered appropriate by Section 151 Officer following consultation with the Authority's Solicitor.

18.3                Bonds shall be a minimum of 10% of the contract value.

19.                   **EMBEDDED LEASES & EMBEDDED DERIVATIVES**

19.1                Prior to the award of a contract the Authorised Officer must notify the S151 officer where under the contract:

19.1.1 the Authority will have use or control of or will be paying for the use of a specific asset or group of assets; or

19.1.2. contains a clause that caps the price the Authority has to pay for supplies or services or there is floor price on the price the Authority has to pay for supplies or services; or

19.1.3the prices the Authority has to pay under the contract, increase by more than 2 times RPI; or

19.1.4the prices the Authority has to pay, increase by some other form of Indices or commodity price.

**SECTION 4: SPECIFIC TYPES OF TENDERING**

20.                   **FRAMEWORK AGREEMENTS**

**FRAMEWORK AGREEMENTS AND DYNAMIC PURCHASING SYSTEMS SET UP BY OTHER CONTRACTING AUTHORITIES**

20.1                External Framework Agreements and Dynamic Purchasing Systems (DPS), where the Authority is named or identified as part of a class of permitted users, can be used where the Authority wishes to contract for the sourcing of supplies, services or works without conducting a new procurement exercise.

20.2                The Framework Agreement and DPS may include within its terms a requirement for a mini competitive exercise between some or all of those Suppliers who are parties to the Framework Agreements and can provide the goods/services being tendered. Other Framework Agreements and DPS may allow for a direct award or the choice of either direct award or mini competition.

Any Call-Off from a Framework Agreement shall be tendered in accordance

with the procedure set out in the Framework Agreement or DPS.

20.3 The approval of the Procurement Adviser or Council's Solicitor shall be sought before signing up to a new Framework Agreement or DPS.

20.4 A Call-Off contract as set out in the Framework Agreement or DPS will need to be entered into. If no pre agreed contract is provided for a contract approved by the Council's Solicitor, shall be entered into.

### **FRAMEWORK AGREEMENTS SET UP BY THE AUTHORITY**

20.5 The Authority may carry out procurement exercises to set up Framework Agreements or DPS to allow it to choose Suppliers who meet its pre-qualification requirements. The Authority can then Call-Off Suppliers from The Framework Agreement or the DPS without having to carry out a further Procurement exercise. This could be useful where the Authority has need to call on Contracts urgently or often. The Authority could also set up a framework agreement for itself and other local authorities to use in order to make efficiency savings.

20.6 Once a Framework Agreement or DPS is established, Quotes and Tenders for contracts may be invited from Suppliers included on the Framework Agreement up to the limit stated in the Framework or DPS

20.7 The Authority will need to carry out a procurement exercise to select the Suppliers to include on the Framework Agreement or DPS. This procurement will need to be advertised in accordance with these Contract Rules. The Contract Value is to be determined by the anticipated level of spend per Framework Agreement or DPS.

### **PUBLISHING THE AWARD OF CALL-OFF CONTRACTS UNDER ALL FRAMEWORK AGREEMENTS**

20.8 The call off of a contract under a framework with a value of £25,000.00 or over shall be published on Contract Finder

### **21. DRAW DOWN AGREEMENTS**

21.1 Authorised Officers may award Draw Down Agreements to individual suppliers where services, supplies or works are required on an ad hoc basis. E.g., JCT measured terms agreements. More than one Draw Down Agreement may be awarded to different Suppliers for the same services supplies or works.

21.2 Authorised Officer shall carry a procurement process for the award of the Draw Down Agreement in accordance with these contract rules

### **22. COLLABORATIONS AND JOINT PROCUREMENT**

22.1 The Authorised Officer may participate in any collaborative or joint

procurement arrangements with other Local Authorities or Public Bodies including membership or use of a Purchasing Consortia subject to the prior approval of the relevant Chief Executive, Chief Finance Officer and Procurement Adviser.

## **23. PROCUREMENT BY CONSULTANTS**

23.1 Any consultants used by the Authority shall be appointed in accordance with these Contract Rules. The Authorised Officer shall ensure that the consultant's performance is monitored.

23.2 Where the Authority uses consultants to act on its behalf in relation to any procurement, then the Authorised Officer shall ensure that the consultant carries out any procurement in accordance with these Contract Rules.

23.3 Consultants may advise the Authorised Officer as to the most suitable candidate. The Authorised Officer can use the advice given by the Consultant to make their recommendation to the Awarding Officer.

23.4 No Consultant shall make any decision on whether to award a contract or whom a contract should be awarded to. This decisions rests with the Awarding Officer who should sign the Tender Acceptance Form

## **24. NOMINATED AND NAMED SUB-CONTRACTORS**

24.1 Tenders for sub-contracts to be performed or goods and materials to be supplied by nominated suppliers shall be dealt with in accordance with the provisions of these Contract Procedure Rules

## **SECTION 5**

### **CONTRACT MANAGEMENT AND AMENDMENTS TO CONTRACTS DURING THEIR TERM**

## **25. AMENDMENTS TO CONTRACTS**

### **Above Threshold Contracts**

25.1 An above Threshold Contract, Framework Agreement or DPS can only be changed if permitted by the Regulations. Advice must be sought from the Authority's Solicitor before making any changes to an above Threshold Contract or Framework Agreement

## **Below Threshold Contracts**

In limited circumstances and having regard to the Regulations and advice from the Authority's Solicitor, the Awarding Officers may authorise changes to be made to contracts below Threshold Contracts.

### **26. CONTRACT MANAGEMENT**

- 26.1 Authorised Officers need to actively monitor and manage a Suppliers performance throughout the contract life to ensure milestones, KPI's, deliverables and outcomes are achieved and risks and, where appropriate, Business continuity is managed as detailed in the tender and Contract documentation. Management data needs to be published in accordance with the Government's Transparency Code.
- 26.2 Plans should be made well in advance to re-procure the contract (if applicable) in line with the Commissioning and Procurement User Guide An exit strategy included in the tender and procurement documentation and the contract.

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## DEFINITIONS

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<b>Advertised</b>	As defined in Regulation 110 of the Public Contracts Regulations 2015. "An opportunity is advertised if the Authority does anything to put the opportunity in the public domain or bring the opportunity to the attention of economic operators generally or to any class or description of economic operators which is potentially open-ended, with a view to receiving responses from economic operators who wish to be considered for the award of the contract"
<b>Authorised Officer</b>	An officer who is authorised to undertake the procurement in question and who has received corporate training on these Contract Rules.
<b>Authority's Solicitor</b>	Means the senior legal adviser for the Authority which may provide shared service representation.
<b>Awarding Officer</b>	The officer with the delegated authority to award the contract
<b>Best Value for Money</b>	The best solution for the Authority taking into account price, quality and deliverability.
<b>Bond</b>	An insurance policy: if the Contractor does not do what it has promised under a contract with the Authority, the Authority can claim from the insurer the sum, of money specified in the bond (often 10% of the contract value). A bond is intended to protect the Authority against a level of cost arising from the Contractor's failure.
<b>Budget holder</b>	The officer responsible for the budget for the relevant procurement
<b>Candidate</b>	Any person who asks or is invited to submit a Quote or Tender.
<b>Call-Off Contract</b>	Means a contract awarded to a supplier under a Framework Agreement
<b>Concession Contracts</b>	an agreement where Suppliers are given the right to exploit works or services provided for their own gain.
<b>Consultant</b>	Someone appointed (but not under a contract of employment) for a specific length of time to work to a defined project brief with clear outcomes to be delivered, who brings specialist skills or knowledge to the role.
<b>Contracting Authorities</b>	Bodies, which are subject to the Procurement Contract Regulations
<b>Draw down contract</b>	A contract with a single supplier where goods, services or works are requested on an ad hoc basis

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<b>Dynamic Purchasing System (DPS)</b>	A DPS is a procedure available to purchase commonly used goods, works or services. It is similar to a Framework Agreement but suppliers can join at any time
<b>Find a Tender</b>	Where notices for all above Threshold procurements opportunities and contract awards must be placed
<b>Framework Agreement</b>	An agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.
<b>Head of Paid Service</b>	Means the officer designated as head of paid for the Authority under section 4 of the Local Government and Housing Act 1989
<b>Invitation to Tender (ITT)</b>	Invitation to tender documents in the form required by these Contract Rules.
<b>Most Economically Advantageous Tender</b>	The most economically advantageous tender will be evaluated on the basis of either <ul style="list-style-type: none"> <li>• Price (i.e. the lowest price)</li> <li>• Cost (on the basis of a cost-effectiveness approach e.g. life-cycle costing)</li> <li>• Best price/quality ratio</li> </ul>
<b>Parent Company Guarantee</b>	A contract, which binds the parent of a subsidiary company as follows, if the subsidiary company fails to do what it has promised under a contract with the Authority, the Authority can require the company to do so instead.
<b>Procurement Adviser</b>	The procurement officer for the Authority
<b>Procurement Contract Regulations (PCR15)</b>	The UK regulations implementing the public procurement directives
<b>Quote</b>	A quotation of price and any other relevant matter (without the formal issue of an Invitation to Tender).
<b>Regulation 84 Report</b>	Means the report about the procurement required to be compiled under Regulation 84 of the Public Contracts Regulations 2015

<b>Substantial</b>	<p>In relation to a change to an existing contract of framework agreement means where one of the following conditions is met:-</p> <ul style="list-style-type: none"> <li>(a) the change renders the contract or the framework agreement materially different in character from the one initially concluded;</li> <li>(b) the modification introduces conditions which, had they been part of the initial procurement procedure, would have— <ul style="list-style-type: none"> <li>(i) allowed for the admission of other candidates than those initially selected,</li> <li>(ii) allowed for the acceptance of a tender other than that originally accepted, or.</li> </ul> </li> <li>(iii) attracted additional participants in the procurement procedure;</li> <li>(c) the modification changes the economic balance of the contract or the framework agreement in favour of the contractor in a manner which was not provided for in the initial contract or framework agreement;</li> <li>(d) the modification extends the scope of the contract or framework agreement considerably;</li> <li>(e) a new contractor replaces the one to which the contracting authority had initially awarded the contract in cases other than those provided for in Rule 28(1) (d).</li> </ul>
<b>Supplier</b>	A person or body of persons providing, or seeking to provide supplies, services or works to the Authority.
<b>Tender</b>	A Candidate’s proposal submitted in response to an Invitation to Tender.
<b>Threshold</b>	Means the values set out in the Public Contract Regulations which determine if a procurement needs to be carried in accordance with the Public Contract Regulations



Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>COUNCIL - 17 MARCH 2021</b>
Report Number	<b>AGENDA ITEM 9</b>
Subject	<b>CHANGE OF NAME - KEMBLE PARISH COUNCIL</b>
Wards affected	Kemble
Accountable member	<p>Cllr Clive Webster Cabinet Member for the Planning Department, Town and Parish Councils</p> <p><a href="mailto:clive.webster@cotswold.gov.uk">clive.webster@cotswold.gov.uk</a></p>
Accountable officer	<p>Robert Weaver, Chief Executive</p> <p>Tel: 01285 623607 <a href="mailto:robert.weaver@cotswold.gov.uk">robert.weaver@cotswold.gov.uk</a></p>
Summary/Purpose	To consider a request from Kemble Parish Council to change their name to Kemble & Ewen Parish Council.
Annexes	None
Recommendation(s)	<i>That the Council agree to change the name of Kemble Parish Council from Kemble Parish Council to Kemble &amp; Ewen Parish Council.</i>
Corporate priorities	
Key Decision	No
Exempt	No
Consultees/ Consultation	None

## **1. BACKGROUND**

Section 75 of the Local Government Act 1972 allows principle councils, at the request of a parish within the area, to change the name of the parish council.

Kemble Parish Council has asked the Council to consider its request to change its name to Kemble & Ewen Parish Council.

## **2. MAIN POINTS**

- 2.1. The official name of the parish area is Kemble, however, the Parish Council have been using Kemble & Ewen for a number of years both locally, in correspondence and on their website.
- 2.2. A Neighbourhood Plan has recently been prepared by the Parish and the title Kemble & Ewen Neighbourhood Plan has been used at all stages of the process.
- 2.3. The Neighbourhood plan will be put to the electorate in a referendum due to be held on 6 May 2021.
- 2.4. A recent vacancy on the Parish Council has resulted in a request to hold an election and this will take place, along with the referendum, Police and Crime Commissioner and County Council election there is a parish by-election for one councillor which will be held on the same date. Currently, this would be for Kemble Parish and the referendum would be Kemble & Ewen.
- 2.5. If the recommendation is approved, the change will be made in time for the election taking place on 6 May 2021, allowing both electoral events taking place on 6 May to have the same name.

## **3. FINANCIAL IMPLICATIONS**

- 3.1. There are no financial implications.

## **4. LEGAL IMPLICATIONS**

- 4.1. A change in Parish name must be communicated to the Secretary of State, Director General of Ordnance Survey and the Registrar General.

## **5. RISK ASSESSMENT**

- 5.1. None.

## **6. EQUALITIES IMPACT**

- 6.1. None.

## **7. CLIMATE AND ECOLOGICAL IMPLICATIONS**

- 7.1. None.

**8. ALTERNATIVE OPTIONS**

8.1. None.

**9. BACKGROUND PAPERS**

9.1. None.

(END)

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Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>COUNCIL - 17 MARCH 2021</b>
Report Number	<b>AGENDA ITEM 10</b>
Subject	<b>PLANNED EXPENDITURE OF THE HOMELESSNESS PREVENTION GRANT 2021/22</b>
Wards affected	<b>ALL</b>
Accountable member	Councillor Lisa Spivey - Cabinet Member for Housing and Homelessness Email: <a href="mailto:lisa.spivey@cotswold.gov.uk">lisa.spivey@cotswold.gov.uk</a>
Accountable officer Author	Jon Dearing – Group Manager for Resident Services Tel: 01993 861221 Email: <a href="mailto:jon.dearing@publicagroup.uk">jon.dearing@publicagroup.uk</a>  Caroline Clissold – Housing Manager Tel: 01594 812309 Email: <a href="mailto:caroline.clissold@publicagroup.uk">caroline.clissold@publicagroup.uk</a>
Summary/Purpose	To consider the planned expenditure of the Homelessness Prevention Grant for 2021/22.
Annexes	Annex A - MHCLG letter to Local Authority Chief Executives
Recommendation/s	<i>That Council approve the recommendations of the expenditure detailed within paragraph 2.2 of this report be approved.</i>
Corporate priorities	Delivering our services to the highest standards Providing good quality social rented homes Helping residents and communities access the support they need for good health and wellbeing
Key Decision	Yes
Exempt	No
Consultees/ Consultation	The Leader of the Council. The Deputy Leader of the Council The Portfolio Holder S151 Chief Finance Officer The Chief Executive. The Monitoring Officer.

## I. BACKGROUND

- 1.1. From 1st April 2017 the Government removed the Temporary Accommodation Management Fee from the Housing Benefit system. This was in line with the government announcement in the 2015 Spending Review and Autumn Statement, that the subsidy for the temporary management fee paid from the Department of Work and Pensions to Local Authorities on a household basis would end from 2017/18.
- 1.2. The Council had very minimal expenditure in this area of Housing Benefit and therefore has benefited from this additional funding; which is ring-fenced to activities that will prevent or relieve homelessness. Funding has been provided for 3 years (2017/18, 2018/19 and 2019/20) and titled Flexible Homelessness Grant. Further grants were also provided via the Homelessness Reduction Grant.
- 1.3. For 2021/22 the Flexible Homelessness Grant and Homelessness Reduction Grant has been combined and replaced with the Homelessness Prevention Grant.
- 1.4. The Ministry of Housing, Communities and Local Government have set out their expectations on how this fund is to be spent in the letter to Chief Executives dated 21st December 2020 .This is detailed within Annex A; attached

## 2. MAIN POINTS

- 2.1. The Ministry of Housing, Communities and Local Government (MHCLG) have set out the following delivery expectations from the fund:
- To fully enforce the Homelessness Reduction Act and contribute to ending rough sleeping by increasing activity to prevent single homelessness
  - Reduce family temporary accommodation numbers through maximising family homelessness prevention,
  - Eliminate the use of unsuitable bed and breakfast accommodation for families for longer than the statutory six week limit.
- The funding allocation for Cotswold District Council for 2021/22 is £133, 271, which is an increase of £45,183 from the previous year's allocation of £88,088.
- 2.2. It is therefore proposed that in order for the council to meet the expectation set by the MHCLG, the Homelessness Prevention Grant is allocated as follows:

Complex Case Prevention Officer - New post 1 year fixed term	£33,000
Flexible Prevention Fund	£48,271
Private Rented Deposit Fund	£20,000
B&B Move on Fund	£10,000
Shared Temporary Accommodation Move on Officer - Two New One year fixed term Posts	£22,000
Total:	£133,271



- 2.1 The Complex Case Prevention Officer** will provide an intensive, early intervention approach to families or singles with complex needs. The aim will be to prevent homelessness from occurring with the provision of mediation, intervention or financial support / signposting. This new role will assist the team in meeting expected rise in demands on the service following the end of government schemes such as the current ban on evictions and the end of the furlough scheme. The post will initially be for 1 year on a fixed term contract, to be reviewed after 9 months.
- 2.2 The Flexible Prevention Fund** will allow the Housing Team to assist clients with bespoke solutions (such as addressing arrears, moving costs and providing mediation) to prevent homelessness from occurring at the earliest possible stage, reducing the need for expensive and unsuitable B&B use and provide our clients with the best possible outcomes. This fund will work alongside Discretionary Housing Benefits, benefit signposting, and financial management assistance from in house Client Support and 3<sup>rd</sup> party agencies. The Flexible Prevention Fund will assist with and bespoke interventions depending on the specific client's needs.
- 2.3 PRS Fund.** There will be a modest budget for each Council to fund provision (loan) of cash deposits, fees and payments of rent in advance; as well as payments to help households make their new accommodation liveable. This Fund will be managed by the Homelessness Lead officer, who will be responsible for securing repayment and recycling of these loans to ensure that the Councils maximise the value of this budget.
- 2.4 Temporary Accommodation Move On Officers.** It is also proposed that a proportion of the fund is pooled with Forest of Dean (FoDDC) and West Oxfordshire (WODC) to create two shared Temporary Accommodation Move On Officers. These new roles will be dedicated to ensuring that the client is moved on from any form of temporary accommodation swiftly and into permanent accommodation that is right for the client. The Temporary Accommodation Move On officers will maximise the options available to us in terms of emergency, temporary and longer-term private rented or social accommodation. The need for this approach is illustrated by the increasing length of time clients are spending in emergency accommodation during the current pandemic. Both posts will initially be for 1 year on a fixed term contract, to be reviewed after 9 months.
- 2.5 B&B Move On Fund.** This fund will be managed by the Temporary Accommodation Move On Officer and will ensure the clients who are in B&B have access to items such as furniture, bedding, and white goods.
- 2.6** This report was put to Cabinet on the 1st March 2021 and the recommendations approved unanimously

### **3 FINANCIAL IMPLICATIONS**

- 3.1** These proposals are aimed at addressing the expectations set out by the MHCLG and available accommodation in the Cotswold district. There are limited options and significant costs associated with the provision of emergency accommodation within the District, as well as a shortage of longer-term accommodation.
- 3.2** The proposal is therefore aimed at reducing the use and time spent in expensive short term, emergency accommodation benefiting both the Council and the client.

**3.3** The cost of the items listed in 2.2 will be funded from the Homelessness Prevention Grant for 2021/22 of £133,271.

**4 LEGAL IMPLICATIONS**

**4.1** None

**5 RISK ASSESSMENT**

**5.1** There is a reputational risk to the Council if it does not effectively use this grant funding for the specific purposes set out in the MHCLG's letter to Chief Executive's on the 21st December 2020.

**5.2** There is also a risk that rising demands on the service from ongoing financial and housing challenges facing residents of the Cotswold DC area during the ongoing pandemic could impact on the Council's ability to deliver a full statutory Housing service if staffing levels are not increased.

**6 EQUALITIES IMPACT**

**6.1** None

**7 CLIMATE CHANGE IMPLICATIONS**

**7.1** None

**8 ALTERNATIVE OPTIONS**

**8.1** None considered however Members may want to consider other options that have not been referred to within the report.

(END)



Ministry of Housing,  
Communities &  
Local Government

*Ministry of Housing, Communities & Local  
Government*  
Fry Building  
2 Marsham Street  
London  
SW1P 4DF

To Local Authority Chief Executives

21 December 2020

## **Homelessness and Rough Sleeping Funding for 2021/2022**

Thank you for your continuing work to support rough sleepers and the homeless throughout the COVID-19 pandemic. I know this is a particularly challenging time and that you and your staff are going above and beyond to help vulnerable people. I am writing today to inform you of allocations for the £310m Homelessness Prevention Fund next year, as well as confirming plans for the Rough Sleeping Initiative, as I know you need certainty to plan services and support your staff and service users.

### **Allocations of Homelessness Prevention Grant for 2021/22**

The Government has committed to ending rough sleeping in this parliament and to fully enforcing the Homelessness Reduction Act. That is why we will be spending more than £750 million next year to tackle homelessness and rough sleeping. Today we have announced the allocation of a key element of this overall investment: £310 million in funding through the Homelessness Prevention Grant that will be made available local authorities in 2021/22 to support you to deliver services to prevent and tackle homelessness.

The details of allocations to local authorities are attached at Annex A. This is an increase in grant funding for local authorities' homelessness services of £47 million on the current financial year. All local authorities will receive an increase in funding compared to the grant funding for their homelessness services last year.

We have listened to your feedback on the value of having fewer, simpler funding streams. That is why we are announcing the Homelessness Prevention Grant which combines and replaces two existing funding streams: the Flexible Homelessness Support Grant and the Homelessness Reduction Grant.

This grant will be ringfenced to ensure local authorities are resourced to take action to prevent homelessness from occurring and provides the funding to continue to implement the Homelessness Reduction Act. When publishing our review of the Homelessness Reduction Act we committed to reviewing the new burdens funding associated with the Act. This review has been completed and we have assessed the

average annual new burdens as £77m per year. This is reflected in the £310m announced today.

The purpose of the Homelessness Prevention Grant is to give local authorities control and flexibility in managing homelessness pressures and supporting those who are at risk of homelessness. We expect local authorities to use it to deliver the following priorities:

- To fully enforce the Homelessness Reduction Act and contribute to ending rough sleeping by increasing activity to prevent single homelessness
- Reduce family temporary accommodation numbers through maximising family homelessness prevention,
- Eliminate the use of unsuitable bed and breakfast accommodation for families for longer than the statutory six week limit.

This funding will be provided upfront in April and can be used flexibly as part of councils' resourcing to contribute to the costs of statutory duties, including implementing the Homelessness Reduction Act and supporting with the costs of temporary accommodation.

MHCLG will continue to provide support to local authorities through our Homelessness Advice and Support Team. Advisers will be in contact with local authorities to discuss how you plan to use this funding, including how you plan to use it to support single homelessness prevention and align with your rough sleeping delivery plans.

The majority of the funding has been allocated on a similar basis to funding allocated in 2020/21 using a formula which reflects relative homelessness and temporary accommodation pressures. We have allocated the additional £47m uplift with a new formula which focuses on homelessness pressures and to support the above priorities, the methodology for which can be found on the gov.uk announcement page: <https://www.gov.uk/government/publications/homelessness-prevention-grant-2021-to-2022>

On 17th of December Government launched a consultation on the 2021-22 Local Government Finance Settlement. As part of that consultation, the Government is considering removal of visible lines in the settlement, including the Homelessness Prevention named line. I would like to make clear that this named line in the Settlement is separate from the £310 million Homelessness Prevention Grant announced today, and relates to the grant rolled into the settlement pre-2016. The proposal to remove visible lines is presentational only, and the Government is not proposing any changes to actual payments or the settlement distribution. The Homelessness Prevention Grant announced today is additional to the funding local authorities draw from the Settlement to deliver their homelessness and rough sleeping services.

## **Rough Sleeping Initiative 2021/22**

I recognise that you will also want clarity with regards to funding provided to support rough sleepers, particularly the Rough Sleeping Initiative. I can confirm that the Rough Sleeping Initiative will continue to run in 2021/22, commencing its fourth year of funding in April 2021. It will also be ringfenced in 2021/22 to ensure this fund is dedicated to helping achieve our shared ambition of ending rough sleeping.

I can confirm that all local authorities will receive at least the same level of funding as they received under the Rough Sleeping Initiative 3 (2020/21).

In the new year, we will launch a process to enable all local authorities to bid for funding under the Rough Sleeping Initiative. We intend to use a combination of methods to assess need to enable a tailored approach depending on the situation of each area. We do not expect all areas to undergo co-production. We will set out further detail on the approach in the new year, ensuring that all local authorities have the same opportunities as part of the process and that we are able to provide more certainty as soon as possible.

These two grants are part of a 60% increase in resource funding to tackle homelessness and rough sleeping in 2021-22, compared to Spending Review 2019. Together with continued capital funding to deliver long-term accommodation for rough sleepers, the Government will be spending over £750 million next year to tackle homelessness and rough sleeping.

The Spending Review also confirmed 2021/22 funding for the Rough Sleeping Accommodation Programme (RSAP) and we will be working with local authorities to ensure these two funding programmes align in a way that supports local plans to end rough sleeping as effectively as possible. We will continue to work closely with you to understand your needs and update your RSI delivery approaches to support rough sleepers. Please contact [rsi-y3@communities.gov.uk](mailto:rsi-y3@communities.gov.uk) if you have any questions.

Taken together, this investment builds on the more than £700 million that the Government is spending on rough sleeping and homelessness this year, with the ongoing 'Everyone In' campaign helping to protect thousands of lives during the pandemic by housing rough sleepers in safe accommodation. This underlines the Government's commitment to tackling homelessness and rough sleeping and helps to ensure you are given the resources you need to make this a reality in your local area.



**Penny Hobman**

**Director of Homelessness and Rough Sleeping**

**Ministry of Housing, Communities and Local Government**

## Annex A: Allocations

Local Authority	Homelessness Prevention Grant allocation for 2021-22
Adur	£ 254,734
Allerdale	£ 140,776
Amber Valley	£ 265,329
Arun	£ 810,548
Ashfield	£ 266,498
Ashford	£ 533,902
Babergh	£ 221,003
Barking and Dagenham	£ 4,324,336
Barnet	£ 5,666,770
Barnsley	£ 366,774
Barrow-in-Furness	£ 200,947
Basildon	£ 970,646
Basingstoke and Deane	£ 703,504
Bassetlaw	£ 231,592
Bath and North East Somerset	£ 472,112
Bedford	£ 848,737
Bexley	£ 2,595,323
Birmingham	£ 7,171,359
Blaby	£ 132,378
Blackburn with Darwen	£ 306,002
Blackpool	£ 577,273
Bolsover	£ 142,262
Bolton	£ 674,618
Boston	£ 131,428
Bournemouth, Christchurch and Poole	£ 1,817,645
Bracknell Forest	£ 538,306
Bradford	£ 1,494,965
Braintree	£ 411,824
Breckland	£ 363,893
Brent	£ 7,004,185
Brentwood	£ 203,031
Brighton and Hove	£ 6,240,090
Bristol, City of	£ 2,912,288
Broadland	£ 296,502
Bromley	£ 3,678,364
Bromsgrove	£ 158,594
Broxbourne	£ 748,147
Broxtowe	£ 218,526
Buckinghamshire Council	£ 1,646,281

Burnley	£	200,642
Bury	£	463,254
Calderdale	£	388,407
Cambridge	£	676,842
Camden	£	2,641,758
Cannock Chase	£	254,496
Canterbury	£	630,961
Carlisle	£	198,863
Castle Point	£	357,523
Central Bedfordshire	£	650,368
Charnwood	£	288,892
Chelmsford	£	876,897
Cheltenham	£	362,114
Cherwell	£	489,933
Cheshire East	£	559,547
Cheshire West and Chester	£	817,345
Chesterfield	£	219,392
Chichester	£	375,423
Chorley	£	160,288
City of London	£	134,166
Colchester	£	910,361
Copeland	£	125,282
Cornwall	£	1,735,718
Cotswold	£	133,271
County Durham	£	753,013
Coventry	£	1,299,565
Craven	£	79,153
Crawley	£	869,572
Croydon	£	7,233,440
Dacorum	£	598,416
Darlington	£	197,129
Dartford	£	574,814
Derby	£	986,280
Derbyshire Dales	£	119,421
Doncaster	£	739,351
Dorset	£	889,494
Dover	£	489,374
Dudley	£	673,439
Ealing	£	5,666,784
East Cambridgeshire	£	323,632
East Devon	£	261,375
East Hampshire	£	396,892
East Hertfordshire	£	312,013

East Lindsey	£	404,479
East Riding of Yorkshire	£	477,494
East Staffordshire	£	269,527
East Suffolk	£	590,880
Eastbourne	£	675,701
Eastleigh	£	344,770
Eden	£	77,860
Elmbridge	£	519,717
Enfield	£	8,927,794
Epping Forest	£	562,234
Epsom and Ewell	£	472,041
Erewash	£	198,734
Exeter	£	595,274
Fareham	£	279,229
Fenland	£	327,938
Folkestone and Hythe	£	513,978
Forest of Dean	£	142,640
Fylde	£	107,457
Gateshead	£	520,118
Gedling	£	258,352
Gloucester	£	687,526
Gosport	£	556,267
Gravesham	£	341,930
Great Yarmouth	£	388,892
Greenwich	£	3,609,515
Guildford	£	417,686
Hackney	£	5,660,367
Halton	£	344,828
Hambleton	£	125,406
Hammersmith and Fulham	£	3,773,683
Harborough	£	94,004
Haringey	£	8,393,894
Harlow	£	554,403
Harrogate	£	405,235
Harrow	£	2,246,458
Hart	£	260,505
Hartlepool	£	189,991
Hastings	£	1,078,160
Havant	£	582,431
Havering	£	2,344,362
Herefordshire, County of	£	368,377
Hertsmere	£	443,557
High Peak	£	177,564



Hillingdon	£	2,470,928
Hinckley and Bosworth	£	225,549
Horsham	£	376,512
Hounslow	£	2,916,804
Huntingdonshire	£	662,384
Hyndburn	£	145,503
Ipswich	£	713,348
Isle of Wight	£	764,486
Isles of Scilly	£	1,180
Islington	£	3,666,513
Kensington and Chelsea	£	4,678,546
King's Lynn and West Norfolk	£	469,977
Kingston upon Hull, City of	£	961,575
Kingston upon Thames	£	1,599,319
Kirklees	£	1,013,352
Knowsley	£	456,373
Lambeth	£	5,812,888
Lancaster	£	478,898
Leeds	£	2,344,706
Leicester	£	948,658
Lewes	£	520,142
Lewisham	£	4,834,271
Lichfield	£	203,459
Lincoln	£	366,671
Liverpool	£	1,597,340
Luton	£	3,842,814
Maidstone	£	782,205
Maldon	£	142,320
Malvern Hills	£	135,876
Manchester	£	3,285,785
Mansfield	£	310,273
Medway	£	1,554,151
Melton	£	103,865
Mendip	£	284,787
Merton	£	1,359,687
Mid Devon	£	197,431
Mid Suffolk	£	189,786
Mid Sussex	£	432,728
Middlesbrough	£	318,144
Milton Keynes	£	1,990,412
Mole Valley	£	282,794
New Forest	£	619,724
Newark and Sherwood	£	226,279

Newcastle upon Tyne	£	620,514
Newcastle-under-Lyme	£	183,537
Newham	£	11,361,338
North Devon	£	396,361
North East Derbyshire	£	141,473
North East Lincolnshire	£	383,867
North Hertfordshire	£	339,826
North Kesteven	£	229,746
North Lincolnshire	£	344,077
North Norfolk	£	310,183
North Northamptonshire	£	994,797
North Somerset	£	562,473
North Tyneside	£	369,779
North Warwickshire	£	162,681
North West Leicestershire	£	132,387
Northumberland	£	491,405
Norwich	£	595,625
Nottingham	£	1,296,452
Nuneaton and Bedworth	£	347,692
Oadby and Wigston	£	139,560
Oldham	£	531,774
Oxford	£	1,067,016
Pendle	£	172,887
Peterborough	£	1,337,187
Plymouth	£	1,003,893
Portsmouth	£	1,415,103
Preston	£	315,746
Reading	£	1,534,598
Redbridge	£	5,257,937
Redcar and Cleveland	£	215,396
Redditch	£	314,926
Reigate and Banstead	£	668,235
Ribble Valley	£	67,912
Richmond upon Thames	£	1,415,283
Richmondshire	£	131,260
Rochdale	£	680,771
Rochford	£	279,925
Rossendale	£	137,361
Rother	£	462,228
Rotherham	£	555,216
Rugby	£	304,520
Runnymede	£	346,706
Rushcliffe	£	162,182

Rushmoor	£	472,993
Rutland	£	64,128
Ryedale	£	85,298
Salford	£	955,100
Sandwell	£	1,171,668
Scarborough	£	418,399
Sedgemoor	£	367,227
Sefton	£	536,488
Selby	£	127,745
Sevenoaks	£	434,897
Sheffield	£	1,349,759
Shropshire	£	678,402
Slough	£	979,619
Solihull	£	872,994
Somerset West and Taunton	£	443,032
South Cambridgeshire	£	508,937
South Derbyshire	£	206,311
South Gloucestershire	£	662,217
South Hams	£	169,191
South Holland	£	166,617
South Kesteven	£	335,841
South Lakeland	£	153,936
South Norfolk	£	222,450
South Oxfordshire	£	352,124
South Ribble	£	151,426
South Somerset	£	453,479
South Staffordshire	£	130,863
South Tyneside	£	366,157
Southampton	£	1,289,270
Southend-on-Sea	£	663,337
Southwark	£	5,447,541
Spelthorne	£	604,513
St Albans	£	487,905
St. Helens	£	325,746
Stafford	£	207,437
Staffordshire Moorlands	£	145,057
Stevenage	£	500,831
Stockport	£	697,744
Stockton-on-Tees	£	416,499
Stoke-on-Trent	£	785,801
Stratford-on-Avon	£	366,216
Stroud	£	209,536
Sunderland	£	470,215

Surrey Heath	£	318,378
Sutton	£	1,756,536
Swale	£	662,077
Swindon	£	1,923,088
Tameside	£	656,372
Tamworth	£	245,757
Tandridge	£	306,994
Teignbridge	£	438,644
Telford and Wrekin	£	374,448
Tending	£	780,942
Test Valley	£	371,626
Tewkesbury	£	210,890
Thanet	£	862,362
Three Rivers	£	282,037
Thurrock	£	858,551
Tonbridge and Malling	£	382,715
Torbay	£	745,579
Torridge	£	246,536
Tower Hamlets	£	5,851,744
Trafford	£	652,793
Tunbridge Wells	£	421,501
Uttlesford	£	187,932
Vale of White Horse	£	254,100
Wakefield	£	770,757
Walsall	£	828,539
Waltham Forest	£	5,493,727
Wandsworth	£	4,469,975
Warrington	£	550,806
Warwick	£	360,256
Watford	£	625,936
Waverley	£	603,670
Wealden	£	545,889
Welwyn Hatfield	£	491,054
West Berkshire	£	262,534
West Devon	£	174,628
West Lancashire	£	135,368
West Lindsey	£	179,541
West Northamptonshire	£	1,358,938
West Oxfordshire	£	253,329
West Suffolk	£	656,214
Westminster	£	6,842,411
Wigan	£	702,414
Wiltshire	£	1,005,074

Winchester	£	300,095
Windsor and Maidenhead	£	1,483,229
Wirral	£	513,579
Woking	£	395,492
Wokingham	£	464,280
Wolverhampton	£	886,352
Worcester	£	464,362
Worthing	£	361,732
Wychavon	£	354,237
Wyre	£	258,512
Wyre Forest	£	344,305
York	£	378,290

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**COTSWOLD**  
DISTRICT COUNCIL

Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>COUNCIL - 17 MARCH 2021</b>
Report Number	<b>AGENDA ITEM 11</b>
Subject	<b>ADOPTION OF ARRANGEMENTS FOR ASSESSING ALLEGATIONS UNDER THE CODE OF CONDUCT</b>
Wards affected	ALL
Accountable member	Cllr Patrick Coleman, Chair of Audit Committee Email: patrick.coleman@cotswold.gov.uk
Accountable officer	Patrick Arran, Monitoring Officer Email: patrick.arran@cotswold.gov.uk
Summary/Purpose	To recommend that Council adopt the Arrangements approved by Audit Committee at its meeting on the 28 <sup>th</sup> January 2021
Annexes	Annex A – Arrangements for Assessing Allegations under the Code of Conduct
Recommendation/s	That Council adopt the Arrangements attached at Annex A with immediate effect.
Corporate priorities	None
Key Decision	NO
Exempt	NO
Consultees/ Consultation	The report author has consulted with Audit Committee and a version of the document approved by Audit Committee was sent to all Town and Parish Councils.

## **1. BACKGROUND**

On the 28 January 2021, the Audit Committee considered a report from the Monitoring Officer, which can be viewed [here](#)

1.1 Audit Committee resolved to accept all of the recommendations, one of which was to recommend the Arrangements to Council for adoption.

1.2 The Monitoring Officer sent the draft Arrangements to the Independent Persons and to the clerks of all town and parish councils with a request for comments. A response was received from Mr Acton, one of the Independent Persons to clarify the public interest test and the document at Annex A has been amended accordingly. At the time of publication, no other responses have been received, but any further responses will be reported at the meeting.

## **2. FINANCIAL IMPLICATIONS**

2.1. There are no direct financial implications arising from the recommendations in this report. There are resource implications in dealing with complaints under the Code of Conduct, but these form part of the role of the Monitoring Officer

## **3. LEGAL IMPLICATIONS**

3.1. The Council must adopt Arrangements for assessing allegations under the Code of Conduct in accordance with Section 28 Localism Act 2011. Adoption of the attached Arrangements will comply with this requirement and the Best Practice Recommendations made by the Committee for Standards in Public Life.

## **4. RISK ASSESSMENT**

4.1. There are no risks identified as a result of the recommendations made in this report.

## **5. EQUALITIES IMPACT (IF REQUIRED)**

5.1. None

## **6. CLIMATE CHANGE IMPLICATIONS (IF REQUIRED)**

6.1. None

## **7. ALTERNATIVE OPTIONS**

7.1. The Council must adopt Arrangements but could ask for amendments to be made to the draft appended to this report. This is not recommended as the document has already been approved by the Audit Committee.

## **8. BACKGROUND PAPERS**

8.1. None.

(END)



# ARRANGEMENTS FOR DEALING WITH COMPLAINTS UNDER THE CODE OF CONDUCT ABOUT DISTRICT AND TOWN & PARISH COUNCILLORS<sup>1</sup>

Most councillors conduct themselves appropriately and in accordance with the Code of Conduct. Councillors have both individual and collective responsibility to maintain these standards, support expected behaviour and challenge behaviour which falls below expectations.

The Localism Act places a general duty on the Council to ensure that high standards of conduct are maintained and demonstrated to the public. An authority must have an effective, fair, impartial, and transparent complaints and investigation procedure to enable it to make decisions on allegations which both councillors and the public can have confidence. Sanctions should be imposed in a consistent way and only where there is a genuine breach.

This procedure applies when a complaint is received that a member of Cotswold District Council or a town / parish councillor has, or may have, failed to comply with the Code of Conduct for Members ('the Code'). The District Council has adopted the Local Government Association Model Code of Conduct (the Code)<sup>2</sup> which it will review each year and regularly seek, where possible, the views of the public, community organisations and the town and parish councils.<sup>3</sup> The Code will be readily accessible to both councillors and the public and will be placed in a prominent position on the District Councils website and available in its premises.<sup>4</sup>

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<sup>1</sup> References to best practices recommendations throughout this document refer to the recommendations made by the Committee for Standards in Public Life report

<sup>2</sup> This assumes that it will be adopted by Council on the 20<sup>th</sup> January 2021

<sup>3</sup> **Best practice 3:** Principal authorities should review their code of conduct each year and regularly seek, where possible, the views of the public, community organisations and neighbouring authorities.

<sup>4</sup> **Best practice 4:** An authority's code should be readily accessible to both councillors and the public, in a prominent position on a council's website and available in council premises.

## 1. General

The person making the complaint will be referred to as “the complainant” and the person against whom the complaint is made will be referred to as the “subject member”.

1.2 The Monitoring Officer is the officer of the Council who is responsible for administering the system of complaints about member misconduct and as part of that role may nominate another officer of suitable experience and seniority to carry out any of the functions listed in this procedure.

1.2.1 The Monitoring Officer will provide advice, support and management of investigations and adjudications on alleged breaches to town and parish councils within Cotswold District.<sup>5</sup> However, the Monitoring Officer cannot provide advice to town and parish councils in relation to matters outside of the Code, e.g. decision making not involving a breach of the Code and meeting procedure and etiquette.

1.2.2 The Monitoring Officer will usually appoint a deputy to act when he or she is unavailable or has an actual or potential conflict of interest. Susan Gargett, Legal Services Manager is the Deputy Monitoring Officer at Cotswold District Council. If there is no deputy or the deputy is unavailable, the Monitoring Officer may ask a monitoring officer from a different authority to undertake the investigation.<sup>6</sup>

1.3 The Council appoints Independent Persons from outside the authority to assist the Monitoring Officer and Hearings Panel in considering complaints. The Independent Persons currently appointed by the District Council are Michael Paget-Wilkes, John Acton and Phyllida Pyper.<sup>7</sup>

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<sup>5</sup> **Best practice 12:** Monitoring Officers’ roles should include providing advice, support and management of investigations and adjudications on alleged breaches to parish councils within the remit of the principal authority. They should be provided with adequate training, corporate support and resources to undertake this work.

<sup>6</sup> **Best practice 13:** A local authority should have procedures in place to address any conflicts of interest when undertaking a standards investigation. Possible steps should include asking the Monitoring Officer from a different authority to undertake the investigation.

<sup>7</sup> **Best practice 7:** Local authorities should have access to at least two Independent Persons.

- 1.4 No member or officer of Cotswold District Council or any town or parish council will participate in any stage of the arrangements if he or she has, or may have, any conflict of interest in the matter.

## 2. Making a complaint<sup>8</sup>

Complaints should be made in writing by e-mail at: [patrick.arran@cotswold.gov.uk](mailto:patrick.arran@cotswold.gov.uk)

or by post to:

The Monitoring Officer  
Cotswold District Council  
Trinity Road  
Cirencester  
GL7 1PX

- 2.1 Complaints about councillors may be made by anyone, but complaints about the conduct of a town or parish councillor towards a clerk should be made by the Chair or by the parish council as a whole, rather than the clerk in all but exceptional circumstances.<sup>9</sup> The Monitoring Officer may require the town or parish council to seek to resolve the complaint itself informally in the first instance.
- 2.2 An oral complaint will be accepted where the complainant is unable to write due to a physical or mental disability or there is a language barrier. Where an oral complaint is received it will be transcribed and sent to the complainant for their approval and the Monitoring Officer will talk them through it.
- 2.3 Anonymous complaints will only be accepted in exceptional circumstances. Further information regarding confidentiality and anonymous complaints is set out below.
- 2.4 A complaint must provide substantiated information and should outline an indication of the form of resolution the complainant is seeking. Further

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<sup>8</sup> **Best practice 10:** A local authority should have straightforward and accessible guidance on its website on how to make a complaint under the code of conduct, the process for handling complaints, and estimated timescales for investigations and outcomes.

<sup>9</sup> **Best practice 11:** Formal standards complaints about the conduct of a parish councillor towards a clerk should be made by the chair or by the parish council as a whole, rather than the clerk in all but exceptional circumstances.

information regarding the range of sanctions available is set out in paragraph 9 below.

- 2.5 If the complaint identifies criminal conduct or breach of other regulations by any person, the Monitoring Officer is authorised to report this to the Police or other prosecuting or regulatory authority, in addition to any action taken pursuant to the Code. In the case of alleged criminal conduct the complaint may be held in abeyance pending the outcome of any criminal investigation to ensure that no criminal investigation is prejudiced (Referred to as Sub Justice).
- 2.6 If a complainant wishes their identity to be withheld, they should state this and provide full reasons why they believe their request is justified when submitting the complaint. Any request for confidentiality will be considered by the Monitoring Officer at the initial assessment stage of these Arrangements. In reaching his/her decision the Monitoring Officer may also consult with the Independent Person.
- 2.7 As a matter of fairness and natural justice the subject member will usually be told who has complained about them and receive details of the complaint. However, in exceptional circumstances, the Monitoring Officer may withhold the complainant's identity if they are satisfied that the complainant has reasonable grounds for believing that they or any witness relevant to the complaint may be at risk of physical harm, or his or her employment may be jeopardised if their identity is disclosed, or where there are medical risks (supported by medical evidence) associated with the Complainant's identity being disclosed.
- 2.8 If the Monitoring Officer decides to refuse a request by a complainant for confidentiality, they will offer the complainant the option to withdraw the complaint, rather than proceed with his or her identity being disclosed. The Monitoring Officer will balance whether the public interest in taking action on a complaint will outweigh the complainant's wish to have his or her identity withheld from the subject member.
- 2.9 The Monitoring Officer may discontinue a complaint if they consider it appropriate to do so where the subject member ceases to be a councillor for any reason. Where a complaint is discontinued the Monitoring Officer will write to the complainant setting out the reasons for their decision.

- 2.10 If an anonymous complaint is received it will be considered by the Monitoring Officer at the initial assessment stage of these Arrangements. In reaching his / her decision the Monitoring Officer may also consult with the Independent Person.
- 2.11 The principles of fairness and natural justice referred to in paragraph 2.7 will also be applied to anonymous complaints and such complaints will only be accepted if they include documentary or photographic evidence indicating an exceptionally serious or significant matter.
- 2.12 The Monitoring Officer will acknowledge receipt of the complaint within a maximum of 10 working days of all required information being provided. The complainant will be given details about how the complaint will be dealt with and provided with a copy of these Arrangements. At the same time, the Monitoring Officer will write to the subject member and copy in their Group Leader and / or Whip if applicable (and in the case of a complaint about a town or parish council member to the Clerk) with a copy of the complaint and the name of the complainant, (unless anonymity has been requested and accepted as valid by the Monitoring Officer).
- 2.13 The subject member may, within 10 working days of being provided with a copy of the complaint, make written representations to the Monitoring Officer which must be taken into account when deciding how the complaint should be dealt with. Representations received after this time may be taken into account at the discretion of the Monitoring Officer but will not be considered after the Monitoring Officer has issued the initial assessment of the complaint.
- 2.14 Whilst the Monitoring Officer will deal with complaints at the earliest convenience, a decision regarding whether the complaint merits formal investigation or another course of action will normally be taken within a maximum of 20 working days of either receipt of representations from the subject member or where no representations are submitted 20 working days of the expiry of the period mentioned in paragraph 2.12 above. The complainant and the subject member will be informed should there be a delay in completing any stage of the process.

### 3. Stage 1 – Procedure for Initial Assessment of Complaint

- 3.1 The complaint will be automatically rejected if:
- The complaint is not against one or more named member of Cotswold District Council or any town or parish council within Cotswold District; or
  - The complaint is against a current member of Cotswold District Council or any town or Parish Council within Cotswold District but the subject member was not acting in their capacity as a member of that council at the time of the alleged failure to comply with the Code. (The Monitoring Officer will consider all of the circumstances before reaching a conclusion as to the status of the member at the time of the alleged breach of the Code)
- 3.1.1 The Monitoring Officer may at his / her discretion, consult with the Independent Person in these circumstances.
- 3.1.2 Where a complaint is rejected on any of the above grounds, the Monitoring Officer will write to the complainant explaining why their complaint cannot be dealt with under this procedure.
- 3.2 The Monitoring Officer may request further information from either the complainant, the subject member or any other persons the Monitoring Officer considers appropriate before reaching a decision.
- 3.3 Where a complaint is by an officer or a member about a member of the same council which would be more appropriately dealt with informally, the Monitoring Officer will refer the matter to the relevant Group Leader and may, but will not have to, consult the Independent Person.
- 3.4 In all other cases, the Monitoring Officer will consider the complaint and, consult with the Council's Independent Person before reaching a decision<sup>10</sup> (initial assessment) as to whether the complaint merits investigation, or another course of action. Where the complaint relates to a town or parish council member, the Monitoring Officer may also seek input from the clerk of the town or parish council before deciding whether the complaint merits formal investigation or other action.

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<sup>10</sup> **Best practice 8:** An Independent Person should be consulted as to whether to undertake a formal investigation on an allegation and should be given the option to review and comment on allegations which the responsible officer is minded to dismiss as being without merit, vexatious, or trivial.

3.5 If the complaint has not been rejected on either of the grounds in 3.1 the Monitoring Officer will then go on to apply the following criteria<sup>11</sup> in deciding whether a complaint should be accepted for investigation, dealt with informally, or rejected. A complaint may be rejected if:

- a substantially similar allegation has previously been made by the complainant to the Monitoring Officer (unless sufficient new evidence is provided), or the complaint has been the subject of an investigation by another regulatory authority unless a pattern of behaviour is established
- The complaint is about something that happened so long ago that those involved are unlikely to remember it clearly enough to provide credible evidence, or where the lapse of time means there would be little benefit or point in taking action now
- The allegation is anonymous
- The complaint is of an interpersonal nature that would more properly be dealt with by referring the matter to the members Group Leader for informal resolution
- The allegation discloses a potential breach of the Code of Conduct, but the alleged conduct is not serious enough to merit any action
- The resources needed to investigate and determine the complaint are wholly disproportionate to the allegations

In all the circumstances there is no overriding public benefit in carrying out an investigation

- The complaint appears to be malicious, vexatious, politically motivated or tit for tat
- The complaint suggests that there is a wider problem throughout the Authority

3.6 After consulting with the Independent Person the Monitoring Officer will then give his/her decision on how the complaint will be dealt with. The Monitoring Officer may in exceptional circumstances refer the question as to how to proceed to the Chair of the Audit Committee.

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<sup>11</sup> **Best practice 6:** Councils should publish a clear and straightforward public interest test against which allegations are filtered.

3.7 If the Monitoring Officer decides that no further action is appropriate, a decision notice will be sent to the complainant and the subject member. The decision notice will summarise the allegation, give the decision of the Monitoring Officer and the reasons for their decision.

## **4. Stage 2 - Informal Resolution**

4.1 In appropriate cases, and at any stage, the Monitoring Officer may seek to resolve the complaint informally, without the need for a formal investigation. Informal resolution may be appropriate for example where: -

- There is a breach of the Code but this is minor, trivial or technical in nature
- It is apparent that the Subject member is relatively inexperienced as a member
- The member has admitted making an error which would not warrant a more serious sanction and has taken action to address this e.g. withdrawing comments.
- The member has apologised
- Training or conciliation would be a more appropriate response.

4.2 Types of informal resolution might include:

- An explanation by the subject member to the complainant of the circumstances surrounding the complaint;
- An apology from the subject member;
- An agreement from the subject member to attend relevant training or to take part in a mentoring process;
- Offering to engage in a process of mediation or conciliation between the subject member and the complainant; or
- Any other action capable of resolving the complaint.

4.3 Where the Monitoring Officer seeks to resolve the complaint informally he or she will provide the subject member with a reasonable timescale within which to attempt to resolve the complaint (usually this will be 10 working days). The subject member will be provided with the contact details for an available Independent Person. The Independent Person may give advice on the severity of the complaint and what form of resolution might be appropriate, provided that such guidance will not of a nature that would inhibit the Independent Person from giving a view to the Hearings Panel.



- 4.4 Before deciding upon a course of action the subject member may seek guidance from a Group Whip, Leader of the Group, the Independent Person, and/or the Monitoring Officer. The Monitoring officer may also seek the complainant's views to ascertain what form of informal resolution they would find acceptable, particularly if the form of resolution they have specified in their complaint is not possible.
- 4.5 At the end of the 10 working day period referred to at paragraph 4.3 above, the Monitoring Officer will, in consultation with the Independent Person, seek to establish whether the subject member has resolved the complaint to the Complainant's satisfaction.
- 4.6 Where it has been possible to agree a form of resolution between the subject member and the complainant there will be no further action taken in respect of the complaint and the Monitoring Officer will notify both the complainant and the subject member of this decision.
- 4.7 Where it has not been possible to agree a form of resolution between the subject member and the complainant, the Monitoring Officer will decide if the complaint merits formal investigation. Where the subject member makes a reasonable offer of local resolution, but it is rejected by the complainant, the Monitoring Officer will take account of this in his or her decision.

## **5. Stage 3 – Formal Investigation**

- 5.1 Where the Monitoring Officer, in consultation with the Independent Person, decides that a complaint merits investigation he/she will appoint an Investigating Officer who may be a Council officer, an officer from another Council, or an external investigator. However, if the facts and evidence are self-sufficient, the Monitoring Officer may dispense with a formal investigation and present the facts him / herself.
- 5.2 The Investigating Officer will follow guidance issued by the Monitoring Officer on the investigation of complaints. The guidance will follow the principles of proportionality and the cost effective use of council resources and shall be interpreted in line with these principles. The Investigating Officer should aim to complete their investigation within a maximum of 1 month of their appointment.
- 5.3 At the end of their investigation, the Investigating Officer will produce a draft report and send copies to the complainant and subject member for comments

on matters of fact. The Investigating Officer will take any such comments received during a period to be specified by the Investigating Officer into account before issuing their final report to the Monitoring Officer.

## **6. Investigating Officer finding of no failure to comply with the Code of Conduct**

- 6.1 Where the Investigating Officer's report finds that the subject member has not failed to comply with the Code, the Monitoring Officer, in consultation with the Independent Person, will review the Investigating Officer's report and if satisfied, will confirm the finding of no failure to comply with the Code.
- 6.2 The Monitoring Officer will write to the complainant and the subject member (and to the clerk of the town or parish council, where the complaint relates to a town or parish council member), with a copy of the decision and the Investigating Officer's report.
- 6.3 If the Monitoring Officer is not satisfied that the investigation has been conducted thoroughly, the Investigating Officer may be asked to reconsider the report and the conclusions.

## **7. Investigating Officer finding of sufficient evidence of failure to comply with the Code of Conduct**

- 7.1 Where the Investigating Officer's report finds that the Subject member has failed to comply with the Code, the Monitoring Officer will review the Investigating Officer's report and will then, having consulted the Independent Person, either send the matter for hearing before the Hearings Panel or seek informal resolution in accordance with paragraph 7.2 below.
- 7.2 Informal Resolution - If the Monitoring Officer believes that the matter can reasonably be resolved without the need for a hearing, for example because informal resolution has not yet been considered, they will consult with the Independent Person and the complainant and seek to agree a fair resolution. The types of resolution available are as set out in paragraph 4.2 of these Arrangements.
- 7.2 If the subject member and the complainant accept the suggested resolution, the Monitoring Officer will report the outcome to the Standards Panel and the

clerk to the town or parish Council (if appropriate) for information but will take no further action.

- 7.3 If the complainant or the subject member refuses informal resolution in principle or to engage with the agreed outcome, the Monitoring Officer will refer the matter for a hearing without further reference to the complainant or the subject member.

## **8. Stage 4 - Hearing**

Where, in the opinion of the Monitoring Officer, informal resolution is not appropriate or the complainant and/or subject member refuses to accept informal resolution, then the Monitoring Officer will report the Investigating Officer's findings to the Hearings Panel which will conduct a hearing before deciding whether the Member has failed to comply with the Code and, if so, what action (if any) to take in respect of the Member. The Hearings Panel will be constituted in accordance with council Standing Orders and will adopt whatever process it considers appropriate.

## **9. Action available to the Hearings Panel**

Where the Hearings Panel finds that a subject member has failed to comply with the Code, it will publish a decision notice on its website (in the case of a town or parish council the Hearings Panel will provide a decision notice to be published on its website) of its findings in respect of the Subject member's conduct<sup>12</sup> setting out the following:

- A brief statement of facts
- The provisions of the code engaged by the allegations
- The view of the Independent Person
- The reasoning of the decision-maker
- Any sanction applied.

- 9.1 In terms of sanctions, the Hearing Panel may -

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<sup>12</sup> **Best practice 9:** Where a local authority makes a decision on an allegation of misconduct following a formal investigation, a decision notice should be published as soon as possible on its website, including a brief statement of facts, the provisions of the code engaged by the allegations, the view of the Independent Person, the reasoning of the decision-maker, and any sanction applied.

- Recommend to the relevant council that the member should be censured;
- Require the member to provide an apology
- Request the member remove any social media content which led to the complaint
- Recommend to the subject member's Group Leader (or in the case of ungrouped members recommend to Council) that he/she be removed from any or all committees or sub committees of the Council;
- Instruct the Monitoring Officer (or recommend to the town or parish council) to arrange training for the Member;
- Recommend to Council (or recommend to the town or parish council) that the subject member be removed from all outside appointments to which they have been appointed or nominated by the Council (or by the town or parish council);
- Withdraw (or recommend to the town or parish council that it withdraws) facilities provided to the subject member by the council such as a computer, website and/or e-mail and internet access; or
- Place such restrictions on the Subject member's access to staff, buildings or parts of buildings which may be reasonable in the circumstances.

## **10. Appeals**

There is no right of appeal against the substantive decision of the Monitoring Officer or of the Hearings Panel

## **11. Withdrawal of a Complaint**

In the event that a complainant withdraws a complaint at any time prior to a decision having been made by the Hearings Panel, the Monitoring Officer may, following consultation with the Independent Person, decide that no further steps be taken in respect of that complaint.

- 11.1 In taking such a decision the Monitoring Officer will take into account whether there has been any intimidation or attempt to intimidate any person who is or is likely to be:
- a complainant,
  - a witness, or
  - involved in the administration of any investigation or proceedings, in relation to the allegation that the subject member has failed to comply with the Council's Code.

## 12. Revision of these Arrangements

In individual cases the Monitoring Officer may, in consultation with the Chair of Audit & Standards Committee, revise these Arrangements, as he or she considers appropriate, to enable the process to be dealt with efficiently. Any such revisions are to be reported to the next meeting of the Audit Committee.

## 13. Review of these Arrangements

These Arrangements were last reviewed and adopted in 2021 and shall be reviewed every 3 years thereafter or earlier where there is a change in law or where circumstances warrant an earlier review. The Monitoring Officer will seek to meet regularly with political group leaders or group whips to discuss standards issues.<sup>13</sup>

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<sup>13</sup> **Best practice 15:** Senior officers should meet regularly with political group leaders or group whips to discuss standards issues.

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**COTSWOLD**  
DISTRICT COUNCIL

Council Name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>COUNCIL - 17 MARCH 2021</b>
Report Number	<b>AGENDA ITEM 12</b>
Subject	<b>SLM FINANCIAL SUPPORT APRIL 2021 - JULY 2021</b>
Wards Affected	ALL
Accountable Member	Councillor Mike Every Deputy Leader of the Council and Cabinet Member for Finance Email:mike.every@cotswold.gov.uk
Accountable Officer	Jenny Poole Deputy Chief Executive Tel:01285 623605 Email:jenny.poole@cotswold.gov.uk
Summary / Purpose	To make a decision on a further financial support package to be provided to SLM Everyone Active (SLM) to restart the provision of leisure services across the district and operation of the Corinium Museum in Cirencester in accordance with the Government roadmap and relaxation of the Covid-19 restrictions.
Annexes	None
Recommendation/s	<p>a) That the financial support package for SLM for April 2021 - July 2021, at a capped <b>total</b> cost of £280,403, be approved;</p> <p>b) That the requirement for SLM to pay the Council a monthly management fee of £10,462 for the period 1 April 2021 to 31 July 2021 (total lost income to the Council of £41,848) be waived;</p> <p>c) That the financial support package for SLM for November 2020 - March 2021 be adjusted to be capped at a <b>total</b> cost of £291,000 (rather than to be capped on a monthly basis) be approved;</p> <p>d) That Council approves a profit share mechanism to recover the support offered to SLM as set out at recommendations a) and b). The Council will be entitled to take a 75% share of profits in excess of the tendered financial submission until the funding is recovered;</p>

	e) That authority to finalise and sign an agreement with SLM confirming the terms upon which this financial package is based, be delegated to the Deputy Chief Executive in consultation with the Deputy Leader of the Council or in his absence with the Cabinet Member for Health and Wellbeing.
Corporate Priorities	<ul style="list-style-type: none"> <li>• Help residents, businesses and communities to access the support they need to ensure a high level of health and well-being.</li> <li>• Ensure that all services delivered by the council are delivered to the highest standard.</li> </ul>
Key Decision	No
Exempt	No
Consultees / Consultation	Deputy Chief Executive, Monitoring Officer, Deputy Leader of the Council and Cabinet Member for Finance and Cabinet Member for Health and Wellbeing.



## I. BACKGROUND

- I.1 SLM Everyone Active (SLM) is contracted to provide the management of the Council's three leisure centres and the Corinium Museum in Cirencester which are owned by the Authority.
- I.2 The Council provided a sum of £18,500 a month to SLM to support ongoing maintenance and running costs during the period from April to the end of July 2020. At a special Council meeting on the 29 July 2020, Council agreed to provide a financial support package for SLM to cover the period August - October 2020, at a capped total cost of £222,140. Management fees of £8,773 per month (payable from SLM to the Council) between the period April to October 2020 were also waived.
- I.3 At a Council meeting on 21 October 2020, Council agreed to provide a financial support package to enable SLM to continue the provision of leisure services across the District and the operation of the Corinium Museum during the continued Covid-19 pandemic. A financial support package for SLM for November 2020 - March 2021, at a capped cost of £291,146 was approved and management fees of £8,773 per month for the same period (payable from SLM to the Council) were waived.
- I.4 The Council wishes to preserve the facilities and services for local residents given the importance of health and wellbeing, particularly during the Covid-19 pandemic.
- I.5 If the Council does not offer financial support there is a possibility that SLM will not be able to continue to honour the contract which could place the provision of the services at risk. The Council would then be faced with having to find a solution at short notice and would incur unavoidable costs such as legal, financial and procurement costs. It is highly likely there would be an interim period of closure.
- I.6 The leisure centres and Museum services were resumed in August 2020 following the first national lockdown restrictions being lifted by the Government. A period of three months of recovery then took place with signs of a healthy return to use of the facilities and services - although numbers had to be limited to comply with the Covid-19 social distancing protocols. In November 2020 a second lockdown was put into place and leisure centres and the Museum service were again forced to close. There followed a short period of reopening in December 2020 before leisure centres and the Museum service were closed as Gloucestershire went into Tier 4 restrictions on 31 December 2020. The third national lockdown was announced on 4 January 2021 with closure enforced from 5 January 2021. Closures have remained in place since this date. Attendance during December has been recorded and is detailed in the report below.
- I.7 During the two periods of re-opening (August to October, and December) SLM and Council officers have continued to monitor user and visitor numbers in the Cotswolds. This in turn has enabled SLM to amend and enhance the leisure offer based on demand to bring back services in the most efficient way possible.

- 1.8 In October 2020, the Corinium Museum was awarded a grant from the Government's Culture Recovery Fund which resulted in a reduction in reliance on Council support of £110,000. A second tranche of this fund has been confirmed and applications were submitted in January 2021. Applicants will be notified by Wednesday 31 March 2021 if their bids are successful. As part of the first tranche of the Cultural Recovery Fund, a sum was allocated for the commissioning of a consultant to perform a review of the Museum service and to give advice to help improve the sustainability of the service going forward. This consultancy support is currently being procured by SLM.
- 1.9 On 19 February, following a successful application, the Council was awarded £180,000 as part of the Government's Leisure Recovery Fund. The grant has been awarded to support leisure centres that are owned by local authorities and have been adversely affected by the Covid-19 pandemic through temporary closures, social distancing requirements and consumer confidence. The grant will be applied directly by the Council to support SLM for the period 1 December to 31 March 2021 on eligible expenditure, reducing the burden on the Council of providing financial support for this period.
- 1.10 On 22 February 2021, the Government announced the proposed roadmap for removing Covid-19 restrictions. Whilst it has been confirmed that published dates are the earliest possible subject to other data that is being monitored, the headline dates for Leisure and Museum services are currently:-

Roadmap Step / Earliest Date	Leisure Service	Museum Service
Step 1 / 8 March	Closed	Closed
Step 1 / 29 March	Closed	Closed
Step 2 / 12 April	Gym & swimming at Cirencester, Bourton and Chipping Campden leisure centres	Closed
Step 3 / 17 May	Restart adult indoor sport at leisure centres. Resume indoor Group Exercise programme	Reopening of Museum
Step 4 / 21 June	Removal of legal limits on social contact	Removal of legal limits on social contact

## 2. Financial Arrangements 2020/21

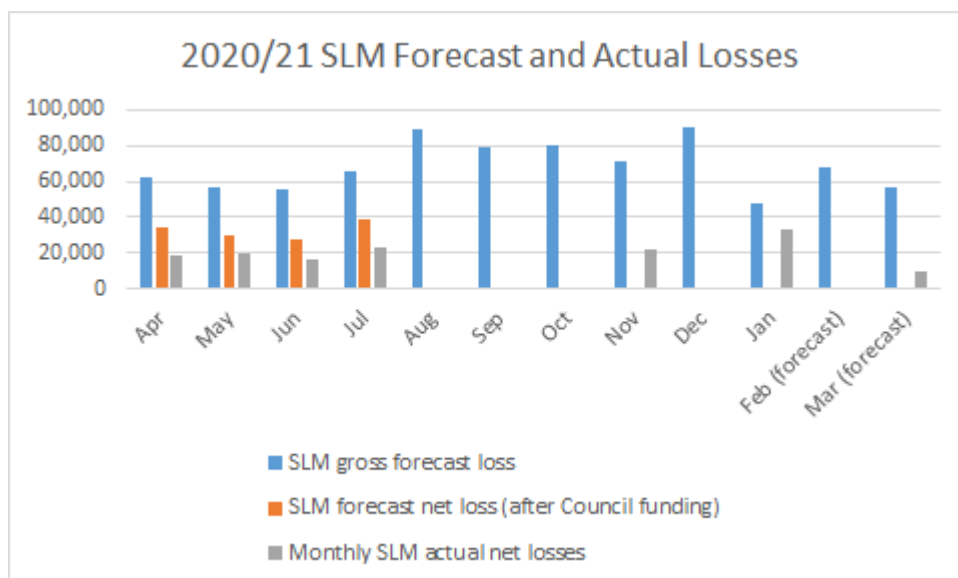
2.1 For the period from April to the end of December, the contract has produced a loss to SLM of £99,949.

### Overall SLM (Surplus) or Deficit - Actuals £

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Contribution from the Council to operational losses	18,500	18,500	18,500	18,500	89,557	50,574	53,922	62,772	34,060	39,280
Waiver of management fee payable to the Council	8,733	8,733	8,733	8,733	8,733	8,733	8,733	8,733	8,733	8,733
Council Monthly Contribution	27,233	27,233	27,233	27,233	98,290	59,307	62,655	71,505	42,793	48,013
Cumulative Council Contribution	27,233	54,466	81,699	108,932	207,222	266,529	329,184	400,689	443,482	491,495
Cumulative SLM losses	18,188	38,278	54,991	78,254	78,524	78,524	78,524	99,679	99,679	132,947

2.2 SLM's total loss of £132,947 as at the end of January 2021 takes into account a saving on the management fee, payable to the Council, of £87,330 and contributions from the Council of £491,495. Without this financial support the loss to SLM would have been £624,442. SLM is not receiving any contribution to contractor profit.

2.3 The chart below shows the forecast gross losses to SLM, the forecast net loss after the Council's financial support, actual losses from April to January and the forecast loss for February and March. Forecast losses for February and March are based on revised estimates for this period which differ from the original forecasts due to the impact of the third national lockdown and subsequent closure of all leisure sites and the museum.



For August, September, October and December the Council approved funding supports the SLM operational losses in full, therefore, there is no bar for SLM forecast net loss for these months.

#### Overall SLM (Surplus) or Deficit - Estimated £

	Feb (Est) £	Mar (Est) £	Total (2020/21) (Est) £
Contribution from the Council to operational losses	54,593	48,205	506,963
Waiver of management fee payable to the Council	8,733	8,733	104,796
Council Monthly Contribution	63,326	56,938	611,759
Cumulative Council Contribution	554,821	611,759	611,759
Cumulative SLM losses	132,947	142,400	142,400

- 2.4 For the period November to March, SLM is forecasting (final outturn figures not yet available for February and March) that the outturn will be £63,876 worse than the original forecast provided to the Council. For November, the deficit was £21,155 higher than in the agreement with the Council. This loss was offset by a strong financial performance in December. January is typically a high income generating month and SLM are forecasting losses, net of

furlough income, of around £33,268. Smaller losses are forecast for February and March. The actual outturn will be monitored through open book accounting

- 2.5 Under the current agreement, these additional costs will be funded by SLM. SLM have requested that we apply the total cap for this period of £291,146 to the total deficit reported and estimated during this period of £302,786. This would result in SLM carrying estimated losses for the period November to March of £11,640 and £90,164 in losses for the full financial year. If the Council agrees to the recommendation to apply the total cap for the period November to March 2021, it is estimated that for the full financial year 2020/21 the Council would therefore provide financial support to SLM of £663,995 (including the waiving of management fees).
- 2.6 As referenced at 1.9, the Council has received £180,000 as part of the Government's Leisure Recovery Fund. The grant will be applied directly by the Council to support SLM for the period 1 December 2020 to 31 March 2021 on eligible expenditure, reducing the burden on the Council of providing financial support for this period. The Council also expects to receive a total of £74,667 through the Government income support scheme where authorities can claim for income losses which are higher than 5% of the revenue budget. This will compensate for the lost SLM management fee income of £8,733 per month during 2020/21 (£104,796 in total).
- 2.7 If the Council agrees to the recommendation to apply the total cap for the period November to March 2021 it is estimated that for the full financial year that Council would fund £559,199 (excluding the waiving of management fees), this compares to a revised 2020/21 budget of £800,140, resulting in an underspend for the year of £240,941.

### 3. LEISURE CENTRE AND MUSEUM USE

- 3.1 The Council's leisure services play a significant role in the physical and mental wellbeing of residents of the district and support the council priority - *“Help residents and communities access the support they need for good health and well-being.”*
- 3.2 There was a positive response from users during the initial stage of the reopening process as reported at the Council meeting on 21 October 2020. Usage data was previously reported for the period up to September 2020 and further usage data for all 3 leisure sites is provided below:

Month	2020/21	2019/20	% of Previous Year
August	21,693	52,003	42%
September	39,615	49,970	79%
October	46,104	54,853	84%

November	Lockdown 2	53,405	0%
December	35,542	40,663	87%
January	Lockdown 3	58,890	0%
February	Lockdown 3	59,761	0%
March	Lockdown 3	42,261	0%
TOTAL	142,954	411,806	35%

*(note - representative data only as lockdowns and re-openings didn't take place in whole calendar months)*

- 3.3 Museum attendances were returning to good levels during 2020 and the relaunch of the Museum service following completion of the Stone Age to Corinium project was well received. Unfortunately, the second lockdown led to a low level of usage during December. This was likely influenced by a public wariness of returning to public spaces, the general desire amongst local residents to 'stay safe' so as to enjoy the proposed Christmas relaxation of social contact rules, the shorter trading month due to Christmas closures, and alternative demands on people's time in the lead up to the festive period. The Museum is also traditionally popular in the period between Christmas and New Year, however in 2020 the Museum was closed in this period due to the Tier restrictions. Usage figures up to September 2020 were reported at the Council meeting on 21 October and further figures are included below.

Month	2020/21	2019/20	Year on Year
August	3,583	4,095	87%
September	2,540	2,927	87%
October	3,601	3,810	95%
November	Lockdown 2	2,851	0%
December	476	1,871	25%
January	Lockdown 3	1,961	0%
February	Lockdown 3	3,012	0%
March	Lockdown 3	1,076	0%
TOTAL	10,373	35,689	33%

*(note - representative data only as lockdowns and re-openings didn't take place in whole calendar months)*

#### 4. Financial implications and Proposed Financial Package

4.1 SLM has requested the following financial support for the first four months of the 2021/22 financial year.

	Apri	May	Jun	Jul	Total
Funding Request (£)	102,498	69,889	58,813	49,203	280,403

- 4.2 The level of financial support requested is based upon a forecast 'most likely' scenario prepared by SLM where the leisure centres, facilities and museum would open in accordance with the Government roadmap and relaxation of the Covid-19 restrictions. If the relaxation of restrictions are delayed and the furlough support scheme continues, it is likely that the level of financial support required from the Council by SLM will reduce for each month the leisure centre and museum are closed.
- 4.3 Financial performance for the period 1 August to 31 December 2020 indicates that the forecasts provided by SLM have been prudently based and that overall actual losses have been lower than the forecast. Under the open book accounting arrangements, the Council will provide financial support to SLM based upon actual financial performance with the Council's liability capped. If the forecasts provided by SLM prove to be prudently based for the April to July period, the Council will provide a lower level of financial support to SLM than set out at 4.1. If SLM losses exceed the forecast at 4.1, then SLM will fund the excess losses. On this basis, it is proposed that the Council provides support capped to the level of the total forecast deficit for the period as requested by SLM at 4.1 above.
- 4.4 SLM will be required to produce timely draft accounts followed by final accounts (signed off by the company Finance Director) to allow a clear ongoing review of the open book arrangement, and the extent of the financial recovery.
- 4.5 The Council has proposed to SLM that when the Cotswold contract generates operational profits, the profits are shared with the Council to enable the Council to recover the financial support provided for the November 2020 to July 2021 period. SLM has agreed to share profits in excess of the tendered financial submission on a 75% Council, 25% SLM basis. The contract will revert to the non-profit share mechanism when the funding provided is repaid.
- 4.6 During the previous set of negotiations, the Council discussed a potential loan to SLM. However, SLM was not able to agree to this arrangement due to covenants with their lenders. The terms of their Coronavirus Business Interruption Loan also prevent them from accepting a loan from the Council. These covenants and terms continue to apply.

- 4.7 It should be noted that the support has been modelled on a period of recovery until 31 July 2021. Any additional support package requested would need to be reconsidered and approved by the Council for any period from 1 August 2021.
- 4.8 In February 2021, Council approved the budget for 2020/22. The budget included the estimated continued financial impact of the Covid-19 pandemic and government funding agreed, together with other income losses and cost pressures resulting from Covid-19. The budget included additional funding of £377,000 available under a fifth tranche of Covid-19 funding and includes a contingency for additional costs equal to the funding from the Government.
- 4.8 The report also included details of Government financial support, both announced grant funding and forecast grant expected as a result of the Government income support scheme where authorities can claim for income losses which are higher than 5% of the revenue budget. Of these income losses in excess of 5%, 75% will be supported by the Government and 25% will need to be funded by the local authority. In respect of the lost leisure management fee for the four month period, the Government is expected to fund £29,817 and the Council will need to bear £12,031 of the loss. If the financial impact of the support exceeds government support this will need to be funded from the Council's General Fund Balance and/or revenue reserves.
- 4.9 There may be a second tranche of the National Leisure Recovery Fund (NLRG) but no advice or confirmation of this has yet been released by Sport England, who are acting as custodians of this fund.
- 4.10 If the proposed financial support package for SLM for April 2021 - July 2021, at a cost of £280,403 is approved; this will be funded in part from ring-fencing the forecast underspend against the revised 2020/21 SLM leisure budget of £240,941. The balance of £39,462 will be funded from the additional funding of £377,000 available under the fifth tranche of Covid-19 grant funding
- 4.11 The waived management fee of £10,462 per month (£41,848 in total) will be part funded £29,817 from the government income support scheme. The balance of £12,031 will be funded from the fifth tranche of Covid-19 grant funding.
- 4.12 In total, the fifth tranche of the Covid-19 grant funding will fund cost and lost income of £51,493.

## **5. Legal Implications**

- 5.1 Legal proceedings from either party may lead to an interim period of closure which would directly impact on the provision of the service. Rather than engage in a costly and disruptive legal dispute with SLM, the Council has taken a partnership approach, with a view to the leisure centres and the museum reopening as quickly as national or local Covid-19 restrictions permit.



- 5.2 Members are advised that the external legal advice provided previously has not changed. However, it is subject to legal advice privilege and remains confidential. If members wish to ask questions regarding the legal advice, the Monitoring Officer will advise the Chair that Council should move into closed session.
- 5.3 This proposed funding arrangement will be conditioned on the basis that it may only be used to support operational losses and will not contribute to staff bonuses or dividends paid to shareholders. If Council is minded to agree to the recommendations, a legal agreement will have to be concluded with SLM to reflect the interim changes.

## **6. Risk Assessment**

- 6.1. There are still a number of unknown contributing factors, the main one being the risk that the leisure contract losses are higher than SLM forecast due to the leisure centres and museum not generating the level of income used in the estimates or because there are continuing restrictions and delays in the government roadmap in response to Covid-19. This risk is mitigated by including the cap to the Council's financial liability and that payments are made incrementally on an open book basis.
- 6.2 It should also be noted that the support has been modelled on an initial period of recovery until 31 July 2021. Any additional support package would need to be considered and approved by the Council for any period from 1 August 2021. It is in both parties' interests to reach a profitable position as soon as possible. It is possible that some or all of the funding provided by the Council may not be recovered from SLM through the profit share mechanism if SLM is unable to achieve a profit in excess of its tendered contract sum for the remainder of this contract.
- 6.3 Following a detailed survey of the pool steelwork paint covering at Cirencester Leisure Centre the previous risk of pool closure for maintenance has been further reviewed. A detailed specification for the remedial works is being prepared by Property Services who will then conduct a procurement exercise to appoint a suitable contractor. It is likely that the nature of these works will require closure of the pool - but where possible these works will be scheduled to cause minimal disruption to the running of the Leisure Centre.
- 6.4 In February 2021 there was a successful application for grant funding for a series of carbon reduction works which will now take place between March and September 2021. These will mostly involve upgrading plant and equipment behind the scenes at the leisure centres, but some works may have an impact on customer usage of certain areas i.e. temporary loss of heating during boiler works etc.
- 6.5 Whilst it would have been preferable to complete any works that will have an impact on customer usage of the leisure centres during the lockdown periods this has not been possible. The specialist nature of some works and their consequent planning and procurement lead times, and the timing of grant funding will lead to some works causing disruption to customers during the recovery period. Officers will work closely with SLM to minimise disruption and

ensure that customers are kept well informed where works will impact upon their use of the centres.

## **7. Equalities impact**

- 7.1 The main impact of this proposal will be to provide continued access for users of the leisure facilities in the Cotswolds and for visitors to the Corinium Museum. Therefore, there are no adverse equality impacts arising from the recommendations in this report.

## **8. Climate change implications**

- 8.1. Keeping the leisure centres in the Cotswolds open will reduce the need for residents to travel to leisure centres outside the District.

## **9. ALTERNATIVE OPTIONS**

- 9.1. At its meeting in July 2020, Council considered various alternatives including maintaining the closure of the centres following the Government mandated closure. Council expressed its view that it wished the centres to re-open to support residents' health and well-being, so further closures have not been considered in this report.
- 9.2 Extensive discussions have taken place between the Council and SLM representatives. These discussions will continue and will inform subsequent reports to the Cabinet or Council.

## **10. BACKGROUND PAPERS**

- 10.1 None



Council name	<b>COTSWOLD DISTRICT COUNCIL</b>
Name and date of Committee	<b>COUNCIL - 17 MARCH 2021</b>
Report Number	<b>AGENDA ITEM 13</b>
Subject	<b>AFFORDABLE HOUSING SCHEMES - EXPENDITURE OF S106 COMMUTED SUMS</b>
Wards affected	ALL
Accountable member	Cllr Lisa Spivey Cabinet Member for Housing and Homelessness Email: <a href="mailto:lisa.spivey@cotswold.gov.uk">lisa.spivey@cotswold.gov.uk</a>
Accountable officer	Claire Locke, Group Manager - Commissioning Tel: 01285 623427 Email: <a href="mailto:claire.locke@publicagroup.uk">claire.locke@publicagroup.uk</a> Anwen Hughes, Strategic Housing Manager Tel: 01285 623121 Email: <a href="mailto:anwen.hughes@publicagroup.uk">anwen.hughes@publicagroup.uk</a>
Summary/Purpose	To update Council on the Section 106 commuted sums for affordable housing and to seek Council approval for proposals for expenditure of unallocated funds.
Annexes	Annex A - S106 Commuted Sums for Affordable Housing Annex B - Davies Road Cost Analysis (Exempt) Annex C - The Sunground Cost Analysis (Exempt)
Recommendation/s	That Council, as recommended by Cabinet: a) notes the current position on Section 106 commuted sums as shown in Annex A b) approves the allocation of a capital grant of £478,500 to develop 15 social rented homes in Moreton in Marsh as detailed in paragraph 2.4.4. The award of the capital grant to be included within the Council's capital programme and funded from the Section 106 commuted sums.

	<p>c) approves the allocation of a further capital grant of £102,000 to enhance the environmental sustainability of 15 social rented homes in Moreton in Marsh as detailed in paragraph 2.4.5. The award of the capital grant to be included within the Council's capital programme and funded from the Section 106 commuted sums.</p> <p>d) approves the allocation of a capital grant of up to £400,000 to deliver affordable housing at The Sunground, Avening. The award of the capital grant to be included within the Council's capital programme and funded from the Section 106 commuted sums.</p> <p>e) grants delegated authority to the Chief Executive, in consultation with the Cabinet Member for Housing and Homelessness to approve the final amount of grant to the Registered Provider for The Sunground, Avening scheme up to £400,000.</p> <p>f) grants delegated authority to the Chief Finance Officer to update the Capital and Treasury Management Strategies accordingly</p>
Corporate priorities	<p>Providing good quality social rented homes. Responding to the challenges presented by the climate change emergency</p>
Key Decision	YES
Exempt	NO but Annex B and Annex C exempt
Consultees/ Consultation	<p>Cabinet Member for Housing and Homelessness / Cabinet Member for Climate Change and Forward Planning Ward members Senior Officers</p>

## **I. BACKGROUND**

- 1.1. In accordance with Cotswold Local Plan policy for affordable housing, in exceptional circumstances, the Council may opt to enter into a Section 106 Agreement with the developer to make a payment to the Council in lieu of the provision of on-site affordable housing. These funds are known as Section 106 commuted sums. The Section 106 Agreement specifies the amount of the commuted sum, the date for payment, the time by which the sum is to be spent, how the sum may be spent and where the affordable housing may be provided with the use of the sum.
- 1.2. A key focus of central government housing policy in recent years has been on the overall supply of housing. The focus on Affordable Rent and affordable home ownership products has meant that new supply of homes for social rent has declined. Under the affordable rent model, housing associations can offer tenancies at rents of up to 80% of market rents within the local area. The additional finance raised is available for reinvestment in the development of new affordable housing, replacing the previous model of capital grant subsidy.
- 1.3. While supporting increases in supply, the affordability of rents at up to 80% of market rents is challenging in high cost areas such as Cotswold District. Social rented housing has historically delivered rents at around 50% of market rates, delivering housing that is genuinely affordable to improve living standards and address housing deprivation. This has been given new impetus with evidence pointing to connections between inadequate housing and poor health outcomes in the context of Covid-19.
- 1.4. In 2019, the Council identified the delivery of good quality social rented homes as a key focus in delivering its Corporate Plan. Social rented housing is that which is owned by Local Authorities or Private Registered Providers and is provided at a rent which is typically lower than Affordable rent. The Corporate Plan sets out a number of actions against this.
- 1.5. The Council aims to deliver additional social rented and affordable housing, which would not be brought forward without the Council's intervention and has identified a strategy for doing this against which potential schemes can be evaluated, which was adopted at Cabinet on 8th February 2021.

## **2. MAIN POINTS**

- 2.1. In order to deliver against its Housing priority the Council is working in partnership with Developers and Registered Providers to deliver additional social rented housing and actively encouraging carbon neutral or low carbon homes for people on low incomes. This is currently through negotiation and work to embed carbon reduction requirements within a development policy framework through updating the Council's Local Plan.

### **Commuted Sums Position Statement - January 2021**

- 2.2. Annex A provides a position statement as at January 2021 on the Section 106 Agreements relating to affordable housing commuted sums. This report deals with the fourteen commuted sums which have been received or are due from developers (shown in Annex A) to provide affordable housing off-site.

- 2.3. The balance of Section 106 commuted sums held by the Council is £998,973 received with £166,727, subject to interest and indexation where applicable, due for payment (as at 31st January).

#### **Proposals for Expenditure of Section 106 Commuted Sums received**

#### **2.4. Land West of Davies Road, Moreton-in-Marsh**

- 2.4.1. Outline planning consent (ref: 19/04749/OUT) has been granted under delegated authority, subject to completion of a S106 agreement, for the demolition of 2 existing dwellings and the erection of 15 new dwellings. The proposed development will provide 6 affordable units which is in accordance with the 40% affordable housing requirement set out in Local Plan Policy H2. The affordable housing will be a mix of 1, 2 and 3 bedroom social rented units, to be secured under a S106 legal agreement.
- 2.4.2. The site, owned by Central Government, is being sold on the open market by Homes England and, following a tender process, a preferred Developer and partner Registered Provider (Cottsway Housing Association) have been selected. Following discussions with Homes England and their preferred Developer and Registered Provider, there is an opportunity to deliver the scheme as a 100% social rented scheme, subject to grant funding, meeting the Council's key priority of providing good quality social rented homes.
- 2.4.3. The current planning consent includes 9 x 4 bedroom market homes. Local housing needs evidence has shown insufficient demand for 4 bedroom homes so a revised planning application would be submitted by the developer to amend the market homes to 9 x 3 bedroom social rented homes. The mix for the 6 affordable homes currently proposed would remain unchanged.
- 2.4.4. It is proposed that the sum of £478,500 is transferred to Cottsway Housing Association for the development of 15 social rent homes at Davies Road, Moreton-in-Marsh. This grant would comprise Sums 1-4 and part of Sum 8, as detailed in Annex A. Subject to allocation, this would secure a substantial investment of £1,200,000 from Homes England for social rented housing in Cotswold District as set out in Option 1 of Annex B.
- 2.4.5. It is proposed that, in addition to delivering 100% social rented housing, a further £102,000 is transferred to Cottsway Housing Association to deliver enhanced environmental and sustainability standards above the requirements of Building Regulations as set out in Option 5 of Annex B. This would ensure lower running costs for future occupiers and deliver against the Council's Climate Emergency priority. Subject to allocation, this would secure an additional investment of £75,000 of Homes England funding in Cotswold District as set out in Annex B.
- 2.4.6. Subject to planning and the allocation of grant funding from both Homes England and the Council, the anticipated completion date for the scheme is March 2023.

#### **Proposals for Expenditure of Remaining Section 106 Commuted Sums received/due**

- 2.5. Commuted Sum 5 (Annex A) is currently restricted to delivery within the surrounding area from where it originated. As this is a departure from the Council's standard requirements, an amendment will be sought to alter delivery to the original parish, the surrounding area and the administrative area of Cotswold District.

- 2.6. Commuted Sums 10-14 (Annex A) are due for payment by the Developers as the trigger points have been reached. Indexation and interest (where applicable) is being calculated and invoices sent out.
- 2.7. Any remaining whole or part commuted sums not allocated within this report will be set aside for future sites.
- 2.8. Parcel of Land at The Sunground, Avening, GL8 NW
- 2.8.1. This agricultural site has planning permission as a rural exception site, granted in November 2020, for 14 homes, comprising 9 social rented units and 5 shared ownership units (ref: 19/04221/FUL). Subject to grant funding, this development would provide 3 x 2 bedroom and 6 x 1 bedroom social rented units and 4 x 2 bedroom and 1 x 3 bedroom shared ownership units.
- 2.8.2. As noted at the time of the planning application and in the Council's Affordable Housing Delivery Strategy, approved by Cabinet on 8th February 2021, grant funding is required to deliver this rural 100% affordable housing site.
- 2.8.3. The site will be developed by Bromford Housing Association on behalf of Gloucestershire Rural Housing Association through Bromford's Strategic Partnership funding agreed with Homes England.
- 2.8.4. Tenders for the construction of The Sunground scheme have been sought and are currently being assessed by the Registered Provider.
- 2.8.5. Homes England Strategic Partnership funding is negotiated by partner Registered Providers at a fixed grant rate. To facilitate the delivery of this site at the fixed grant rate, which is challenging in high value areas, additional Homes England grant has been offered for the enhanced sustainability options (see Annex B), subject to formal allocation, for the Davies Road site as noted in paragraph 2.4.4. This means that less of the Council's commuted sums are required to fund the enhanced options for the Davies Road site, enabling the Council to increase its match funding to deliver The Sunground, Avening site.
- 2.8.6. It is proposed that, subject to availability, the remainder of Commuted Sum 8 and Commuted Sums 9 to 14 and part of Commuted Sum 5 plus any accumulated interest or indexation, as noted in paragraphs 2.5 to 2.7, up to the sum of £400,000 is transferred to Gloucestershire Rural Housing Association/Bromford Housing Association for the development of 9 social rented units and 5 shared ownership units at The Sunground, Avening. Subject to allocation, this would secure a substantial investment from Homes England for social rented and shared ownership housing in Cotswold District as set out in Annex C.

## 2. FINANCIAL IMPLICATIONS

- 3.1. The Council is able to support development projects financially using its existing community-led housing grant and commuted sums generated from off-site contributions for affordable housing from previously delivered sites. The funds are available to help community groups and Registered Providers deliver affordable housing across the district. This report seeks to commit funding from commuted sums only.

- 3.2. There is a time limitation on the use of some S106 commuted sums. Failure to spend within the time limit requires the return of the funding to the developer. Allocating commuted sums to the above schemes will ensure that the funding is spent within the time parameters.
- 3.3. Further commuted sums have been negotiated in S106 agreements (see Annex A) but are yet to reach trigger points for payment by the Developer. Should payment be received, the commuted sums will be available for development of future affordable housing schemes to meet the Council's priorities. The Council's existing community-led housing grant is also available for community-led developments.
- 3.4. The Council considers assessed housing needs (Local Housing Needs Assessment 2019) and Local Plan allocated sites, where developer-led affordable housing is already being brought forward, before identifying sites for utilising commuted sums, such as Davies Road and The Sunground, to deliver additional affordable housing against unmet need within the District.
- 3.5. Following discussions with Homes England, match funding will be sought by the Registered Providers for the delivery of affordable housing through Homes England's general Affordable Homes Programme and Strategic Partnerships Funding.
- 3.6. To achieve acquisition of the Davies Rd site prior to the end of the 2020/21 financial year, a critical milestone for delivery, a bid for Homes England match funding will need to be made in principle by the Registered Providers prior to Cabinet and Council approval. Should a Homes England funding allocation be made for the above schemes and the Council does not financially match-support these schemes, the Registered Providers would need Council support to identify alternative affordable housing schemes within the District to utilise the Homes England funding.

### **3. LEGAL IMPLICATIONS**

- 4.1. Grant funding for the delivery of affordable housing will be subject to a legal agreement with appropriate terms for recycling of funding for affordable housing provision and, subject to the Council allocating the additional grant to the Davies Road scheme as highlighted in paragraph 2.4.5, agreed environmental and sustainability standards.

### **4. RISK ASSESSMENT**

- 5.1. There is a time limitation on the use of some S106 commuted sums. Failure to spend within the time limit requires the return of the funding to the developer. Alternative affordable housing schemes will need to be sourced to utilise grant funding. Timescale for use of each commuted sum is set out in Annex A.
- 5.2. There is a risk that high level costs set out in this report are subject to change due to factors such as market forces or unforeseen costs. Officers will monitor the projects and report on material changes.
- 5.3. Schemes may not proceed if planning permission is not granted, full funding requirements cannot be met or other factors constrain development. Any grant allocation from the Council will be subject to a legal agreement containing appropriate terms and conditions for repayment of grant should schemes not proceed.



## 5. EQUALITIES IMPACT

- 6.1. An Equalities Impact Assessment has been carried out. This highlights that the delivery of housing is aimed at meeting the identified needs of local people, based principally on the Local Housing Needs Assessment. Housing provision will be tailored to meet these specific needs and have regard to demographics such as age, income and disability. This report seeks to allocate funding to address the shortfall in affordable housing provision for those in housing need.

## 6. CLIMATE CHANGE IMPLICATIONS

- 7.1. Environmental and sustainability implications of affordable housing are considered in accordance with the Local Plan. The current Local Plan and related policy does not require housing to deliver to environmental standards that exceed Building Regulations standards.
- 7.2. The scheme at Davies Road has regard to and seeks to deliver directly against the Climate Emergency Strategy, seeking to reduce carbon from the development of Social and Affordable homes. This will support tenants on lower incomes, as long term running costs from gas and electric will be lower helping to reduce the risk of fuel poverty and enabling low-income tenants to live comfortably in their homes.
- 7.3. Inclusion of carbon reducing technology and construction of new build homes using better energy efficiency standards is more cost efficient than retrospectively fitting carbon reduction measures.
- 7.4. The additional carbon reduction measures proposed at Davies Road are Air Source Heat pumps, increased insulation and solar photovoltaics; a breakdown of the carbon benefits of each measure and the cost implications are included in Annex B. This is considered to be the standard Carbon reduction that should be achieved through these measures. Efforts will be made during the detailed design stage to maximise the carbon reduction that is achieved.

## 7. ALTERNATIVE OPTIONS

### 8.1. Land West of Davies Road, Moreton-in-Marsh

- 8.1.1. The Council could choose not to invest in the development however only the required 40% affordable homes would be delivered on the site.
- 8.1.2. The Council could choose to invest in delivering 100% social rented homes and invest reduced additional funds to deliver lower reduction in their carbon impact, partially reducing living costs and comfort for future tenants, as set out in Annex B.
- 8.1.3. The Council could choose to invest a reduced level of grant to deliver a 100% affordable housing scheme as a mix of affordable rent and social rent which simply meet building regulations standards, or with additional funds, deliver 100% affordable homes with a reduction in their carbon impact as set out in Annex B. As affordable rented units attract a lower grant rate from Homes England, this would result in a reduction in the corresponding level of funding for the scheme from Homes England.

8.2. Parcel of Land at The Sunground, Avening, GL8 NW

8.2.1. The Council could decide not to invest in the development and the scheme would not go ahead, as the maximum level of grant from Homes England under Strategic Partnership funding has been reached.

8.2.2. The Council could decide not to invest in the development and, subject to a revised planning application, market homes could be introduced to cross-fund the development. This would result in corresponding loss of affordable homes and the scheme would not be eligible for any Homes England funding. A planning application for a mix of 5 market homes and 6 affordable homes was previously granted consent on this site, however it was determined to be unviable by private developers, requiring additional market homes and fewer affordable homes to be deliverable.

9. **BACKGROUND PAPERS**

9.1. None.

(END)

**Section 106s: Commuted sums for affordable housing (received) - Jan 2021**

No.	Site Location	Planning App. No.	Date of S106 Agreement or Unilateral Undertaking	Total commuted sum due	Trigger for S106 payment	Date Funds received	Date Funds must be spent	Balance as at 31 Jan 2021 (includes interest on the original sum).	No. units built in Parish 2010-2020	Comments
1	Hoopers Court (formerly Newcombe's Yard) Cirencester		UU - 14/12/2004	n/a	Failure to secure purchaser of low cost home at 70% of OMV. Sold at OMV with 30% payable to S106 aff. housing fund.	15/05/2012	UU - No timescale included	£38,040.31	391	...towards the provision of affordable housing in a location with the District Council's administrative area.
2	Moorgate, Lechlade	13/02642/OUT	S106 - 17/09/2013	n/a	On sale of the first Open Market Unit	30/06/2016	29/06/2023	£19,747.01	18	...to assist the Council in providing off site affordable housing in support of local needs within Lechlade or the Surrounding Area or the Cotswold District
3	Pullhams, Bourton on the Water	14/03208/FUL	UU - 19/08/2015	n/a	Prior to the first Occupation of any Dwelling	29/03/2017	UU - No timescale included	£201,504	166	.....towards the provision of off-site Affordable Housing within the parish of Bourton-on-the-Water or adjoining parishes and the District of the Council
4	TH White (McCarthy & Stone), Cirencester	14/05222/FUL	S106 - 18/09/2015	n/a	Prior to the first occupation of any dwelling.	03/05/2017	02/05/2027	£201,048	391	... to be applied towards the provision of affordable housing within Cirencester, the surrounding area and the district of the Council.
5	Plots 180 and 209 at Fairford Gate, Fairford	12/02133/FUL	S106 - 01/04/2016	n/a	Failure to secure purchaser of low cost home at 70% OMV. Sold at OMV with 30% payable to S106 aff housing fund	30/06/2017	No timescale included	£176,709.29	205	...towards the provision of affordable housing in the surrounding area
6	Saxon Way, Fairford	13/05181/OUT	UU - 10/07/2015	n/a	On or prior to occupation of 80% of the Private Housing Units	21/07/2017	UU - No timescale included	£105,645	205	.....for the provision of affordable housing in the Parish or Surrounding Area or otherwise in the administrative area of the District Council.
7	Chequers, Northleach	14/03381/REM	DoV 13/05/16	n/a	Within 28 days after the Commencement of Development	26/07/2017	5 years to commit (25/07/2022) and 7 years to spend from date of payment (25/07/2024)	£85,524.63	25	.....used towards the provision of Affordable Housing within Northleach or failing that the Surrounding Area or failing that the district of the District Council and for no other purpose
8	The Carted Barn, South Cerney	14/02161/FUL	UU - 24/11/2014	n/a	10 working days prior to commencement of development	2021	UU. No pay back period included	£20,755	36	...spent on projects/initiatives which facilitate the increased provision of affordable housing in the Cotswold District
9	Preston Mill, Preston	14/04516/OUT	S106 - 01/07/2015	n/a	Within 28 days after the Commencement of Development	2021	5 years to commit and 7 years to spend from date of payment	£150,000.00	0	...towards the provision of Affordable Housing in support of providing for local housing needs in Cirencester, the Surrounding Area and the district of the Council and for no other purpose.
<b>SUBTOTAL</b>								<b>£998,973</b>		

**Section 106s: Commuted sums for affordable housing (due) - Jan 2021**

No.	Site Location	Planning App. No.	Date of S106 Agreement or Unilateral Undertaking	Total commuted sum due	Trigger for S106 payment	Date Funds received	Date Funds must be spent	Balance as at 31 Jan 2021 (includes interest on the original sum).	No. units built in Parish since 2010	Comments
10	Windrush Heights, A40, Windrush	14/05122/FUL	UU - 01/06/2015	£12,044.60	Commencement of Development	Due as trigger point reached	5 years to commit or 7 years to spend from date of payment	£0	0	Cascades to District
11	Windrush Heights, A40, Windrush	15/03385/FUL	UU - 02/08/2016	£62,000.00	Prior to commencement of Development	Due as trigger point reached	4 years to commit or 7 years to spend from date of payment	£0	0	To be spent on projects/initiatives which facilitate the increased provision of affordable housing in the Cotswold District, parish or Surrounding Area (Barrington, Sherbourne, Aldsworth)
12	Windrush Heights, A40, Windrush	17/02435/OUT	UU - 25/07/2017	£62,000.00	Prior to commencement of Development	Due as trigger point reached	5 years to commit or 7 years to spend from date of payment	£0	0	To be spent on projects/initiatives which facilitate the increased provision of affordable housing in the Cotswold District, parish or Surrounding Area (Barrington, Sherbourne, Aldsworth)
13	Ashton House, Stow on the Wold	14/02444/FUL	S106 - 10/08/2015	£5,683	On or prior to occupation of 80% of the dwellings	Due as trigger point reached	5 years to commit and 7 years to spend from date of payment	£0	2	...shall be used for the provision of Affordable Housing in the Parish or Surrounding Area or otherwise in the District of Cotswold in lieu of the on-site provision of Affordable Housing.
14	Granbrook Garage, Mickleton	14/03884/FUL	UU - 18/11/2015	£25,000.00	Prior to the Occupation of the fourth Dwelling.	Due as trigger point reached	UU - No timescale included	£0	118	..... towards the provision of off-site Affordable Housing within the parish of Chipping Campden or adjoining parishes and the administrative district of the Council.
<b>SUBTOTAL</b>				<b>£166,727.60</b>				<b>£0</b>		

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